



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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**Gloria Molina
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Don Knabe
Michael D. Antonovich**
Commissioners

Sean Rogan
Executive Director

October 08, 2013

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE CONSTRUCTION CONTRACT FOR THE WHITTIER AREA RECREATION AND
FAMILY SERVICES CENTER A.K.A. LIBERTY COMMUNITY PLAZA
(DISTRICT 4) (3 VOTE)**

SUBJECT

This letter recommends the approval of a Construction Contract with Morillo Construction Inc., the lowest responsive bidder, for construction of the new Whittier Area Recreation and Family Services Center, a.k.a. Liberty Community Plaza (Community Center) located at 14181 Telegraph Road in South Whittier.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the attached Initial Study/Mitigated Negative Declaration (IS/MND) for the Whittier Area Recreation and Family Service Center project together with any comments received during the public review process, and find that the IS/MND reflects the independent judgment and analysis of the Board.
2. Adopt the Mitigation Monitoring and Reporting Plan; find that the Plan is adequately designed to ensure compliance with the mitigation measures during project implementation, and find on the basis of the whole record before your Board that there is no substantial evidence that the project will have a significant effect on the environment.
3. Adopt the IS/MND prepared pursuant to the requirements of the California Environmental Quality Act for the construction of the Community Center project at 14181 Telegraph Road in South Whittier.
4. Approve the project and adopt the plans and specifications that are on file in the Construction

ADOPTED

Community Development Commission

3-D October 8, 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

Management Division of the Community Development Commission for construction of the Community Center.

5. Approve and authorize the Executive Director or his designee to execute and amend the attached Construction Contract and all related documents with Morillo Construction, Inc., the lowest responsive, responsible bidder certified as a Local Small Business Enterprise, for the construction of the Community Center, using up to \$10,283,649 from Fourth Supervisorial District Capital Project Funds, Fourth District Strategic Planning funds, and Cy Pres II Funds included in the Community Development Commission's (Commission) approved Fiscal Year 2013-2014 budget.
6. Authorize the Executive Director or his designee, upon his determination and as necessary and appropriate, to terminate the contractor's right to proceed with the performance of the Contract or to terminate the construction Contract.
7. Authorize the Executive Director or his designee to approve Contract change orders not to exceed \$1,028,364 (10%) for unforeseen project costs, using the same source of funds.
8. Authorize the Executive Director or his designee to approve and accept the project at completion on behalf of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The award of the Contract and adoption of the Initial Study/Mitigated Negative Declaration will allow for the construction of an up to 20,636 square foot community center located at 14181 Telegraph Road in South Whittier. Upon completion, this Community Center will provide much needed service to the local community including a large sub-dividable multipurpose room for exercise and other activities, related parking and landscaped open park-like space. The Commission is overseeing the development and construction of this project on behalf of the County.

FISCAL IMPACT/FINANCING

On April 20, 2010 and March 22, 2011, the Board of Commissioners approved funding in the amounts of \$750,000 and \$18,000,000, respectively, for the new Community Center.

On March 5, 2013, the Board of Supervisors approved CY PRES II funding in the amount of \$500,000 for the development of a passive park and associated features that had not been previously budgeted as part of the original capital project.

The total funding for the project is \$19,250,000 for the planning, design, development, and construction activities associated with building the Community Center project.

The construction contract will be funded with up to \$10,283,649 of Fourth District Funds. These funds have been included in the Commission's Approved Fiscal Year 2013-2014 budget.

A 10% contingency, in the amount of \$1,028,364, is being set aside for unforeseen project costs using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 13, 2010, your Board awarded a contract to HMC Architects to prepare schematic design of

the Community Center project. On November 29, 2011, your Board approved the amendment to this contract with HMC Architects to provide for remaining design phases needed to complete this Community Center project.

The site is currently an open field, utilized by the Los Angeles County Sheriff's Department as an outdoor track and training facility. The underlying land is owned by the County of Los Angeles. The existing facilities at this location will be closed and demolished in order to construct the approximately 20,636 square foot new Community Center building.

The recommended construction contract award to Morillo Construction Inc., the lowest responsive, responsible bidder, is in accordance with the California Public Contract Code.

Should Morillo Construction require additional or replacement personnel during the term of the Contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualification for the open positions. Morillo Construction will contact the County's GAIN/GROW Division for a list of participants by job category.

It is anticipated that the construction project will be completed within 450 days following the required commencement date identified in the Notice to Proceed. The Commission will act on behalf of the County of Los Angeles, the Owner of the project, to approve and accept the project from Morillo Construction upon completion.

ENVIRONMENTAL DOCUMENTATION

An Initial Study was prepared for the proposed project in compliance with the California Environmental Quality Act (CEQA). The Initial Study identified potentially significant effects of the Project. Prior to the release of the proposed Initial Study and Mitigated Negative Declaration for public review, revisions in the project were made or agreed to which would avoid significant environmental effects or mitigate the effects to a point where clearly no significant effects would occur as follows:

Cultural Resources: In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. A Gabrielino representative should monitor any excavation associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

Utilities and Service Systems: Because of concerns about regional water supplies, the project shall incorporate landscaped areas designed with drought tolerant species. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice. Restroom shall be fitted with water conserving fixtures, including low flow faucets and toilets.

The Initial Study and project revisions showed that there is no substantial evidence in light of the

whole record before the Commission that the project as revised may have a significant effect on the environment. Based on the Initial Study and project revisions, a Mitigated Negative Declaration was prepared for this project.

Public Notice was published pursuant to Public Resources Code Section 21092 in the Los Angeles Daily News on April 18, 2013, and posted pursuant to Section 21092.3. One comment was received from the Los Angeles County Department of Public Works and has been incorporated into the environmental review record. The documents and other materials constituting the record of the proceedings upon which your Board's decision is based in this matter are located at the Los Angeles County Community Development Commission at 700 West Main Street in Alhambra. The custodian of these documents and materials is Donald Dean, Environmental Officer for the Community Development Commission.

The project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Wildlife Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Wildlife. Upon your Board's adoption of the IS/MND, the Commission will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing and processing fees with the County Clerk in the amount of \$2,231.25.

CONTRACTING PROCESS

On July 23, 2013, the Commission initiated an outreach to identify a contractor to complete the work at the subject property. The Notice to Bidders was electronically mailed to 439 contractors identified from the Commission's vendor list. Advertisements also appeared in the Dodge Construction News, and on the County and Commission websites. The solicitation package was downloaded 191 times.

On August 28, 2013, 12 bids were received and formally opened. As part of the bid evaluation, the Local Small Business Enterprise (LSBE) Preference Program was used to identify the lowest bidder. The Commission gives preference to businesses that are certified by the County of Los Angeles as a Local Small Business Enterprise (LSBE), consistent with Chapter 2.204 of the Los Angeles County Code. The preference granted to each LSBE shall be five (5) percent of the lowest Bid for construction projects and shall not exceed Fifty Thousand Dollars (\$50,000). The preference is used only for the basis of award of the Contract and does not alter the bid amount. The LSBE Preference Program is applicable only to procurements of \$10,000 or more that are exclusively non-federally funded or 100% County funded. Morillo Construction is a certified LSBE; thus, this Contractor was determined to be the lowest responsive and responsible bidder and is being recommended for the award of the Contract.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the Contract will allow for the construction of the Whittier Community Center, which will provide expanded community services to residents of South Whittier and neighboring unincorporated Los Angeles County.

The Honorable Board of Supervisors

10/8/2013

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line extending to the right.

SEAN ROGAN

Executive Director

SR:so

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Construction Contract to complete the construction of the construction of a new community center and associated site work, including parking and open area landscape, located at 14181 Telegraph Road, Whittier 90604.

On July 23, 2013, the following outreach was initiated to identify a contractor to complete construction the new approximately 20,636 square foot community center and associated site work, including parking and open space landscape.

A. Newspaper Advertising

Announcements appeared in the following local newspapers:
Dodge Construction News/Green Sheet

An announcement was also posted on the Commission and County Web Sites.

B. Distribution of Bid Packages

The Commission's vendor list was used to mail electronically a Notice to Bidders to 439 vendors. The solicitation package was downloaded 191 times.

C. Pre-Bid Conference and Site Walk

On August 2, 2013, and on August 12, 2013 mandatory pre-bid conferences and site walks were conducted. Forty-three firms were in attendance at the first conference and seven at the second.

D. Bid Results

On August 28, 2013, 12 bids were received and publicly opened. As part of the bid evaluation, the Local Small Business Enterprise (LSBE) Preference Program was used to identify the lowest bidder. The Commission gives preference to businesses that are certified by the County of Los Angeles as a Local Small Business Enterprise (LSBE), consistent with Chapter 2.204 of the Los Angeles County Code. The preference granted to each LSBE shall be five (5) percent of the lowest Bid for construction projects and shall not exceed Fifty Thousand Dollars (\$50,000). The preference is used only for the basis of award of the Contract and does not alter the bid amount. The LSBE Preference Program is applicable only to procurements of \$10,000 or more that are exclusively non-federally funded or 100% County funded. Morillo Construction is a certified LSBE; thus, this Contractor was determined to be the lowest responsive and responsible bidder and is being recommended for the award of the Contract.

The bid results were as follows:

<u>Company</u>	<u>Bid Amount</u>
Tobo Construction	\$10,250,000.00
Morillo Construction Inc.	\$10,283,649.00
KPRS Construction Services	\$10,670,952.00
Woodcliff Corporation	\$10,792,140.00
Mallcraft, Inc.	\$10,875,600.00
Earl Corporation.	\$11,224,238.00
Novus Construction	\$11,299,000.00
T.B. Penick & Sons	\$11,311,985.00
Royal Construction Corporation	\$11,399,900.00
Sinanian	\$11,862,600.00
USS Cal Builders	\$11,997,013.00
AWI Builders	\$12,527,600.00
<i>Architects estimate</i>	<i>\$12,390,000.00</i>

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Morillo Construction	Non-Minority	Total: 15 8 minorities 4 women 53% minorities 26% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women.

The recommended award of the contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: Whittier Area Recreation and Family Services Center Project
Location: 14181 Telegraph Road, Whittier, CA 90604
Bid Number: CDC-13-172
Bid Date: July 23, 2013
Contractor: Morillo Construction Inc.
Services: Construction of new approximately 20,636 square foot Community Center and associated site work, including parking and park landscape
Contract Documents: Part A – Instructions to Bidders and General Conditions; Part B – Specifications; Part C – Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder; all addenda to the Contract Documents.

Notice to Proceed and Completion: The work to be performed under this Construction Contract shall be commenced within ten (10) days after the Contractor receives a Notice to Proceed, or on the date specified in the Notice, whichever is later, and shall be completed within four hundred fifty (450) calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Commission the sum of **One Thousand Two Hundred Dollars and Zero Cents (\$1200.00)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **Ten Million, Two Hundred Eighty-Three Thousand Six Hundred Forty-Nine Dollars and Zero Cents (\$10,283,649.00)**. The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Construction Contract.

Contract Contingency: \$1,028,364.00

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

FOR

**WHITTIER AREA RECREATION AND FAMILY SERVICES
CENTER
A.K.A.
LIBERTY COMMUNITY PLAZA**

14181 Telegraph Road, Whittier, CA 90604

BID NUMBER CDC13-172

**COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this ___ day of October, 2013 by and between the **Community Development Commission** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Commission**", and Morillo Construction, Inc., hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Commission and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The County of Los Angeles is the Owner of that certain real property, commonly known as the Liberty Community Plaza, located at 14181 Telegraph Road, Whittier, California 90604, hereinafter referred to as the "Property".
- B. Community Development Commission of The County of Los Angeles is administering construction of the Project as agent of the owner and hereinafter referred to as "Commission".
- C. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Properties.
- D. Commission desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1
THE CONSTRUCTION CONTRACT

1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

- PART A Instructions to Bidders, General Conditions of the Contract, Attachments A-D and General Conditions Section 00700
 - PART B General Requirements and Technical Specifications
 - PART C Bidder's Documents, Representations, Certifications, Bid and Other Statements of Bidder
- DRAWINGS
ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

ARTICLE 2
STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Commission's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CDC13-172 for the Commission. All such Work shall be in strict accordance with the Specifications and Drawings, identified as Part B, all as prepared by HMC Architects.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Commission does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within four hundred fifty (450) calendar days following the required commencement date.
- 3.2 The Contractor and the Commission agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Commission the sum of One Thousand Two Hundred Dollars (\$1,200.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Commission. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Commission may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 4
CONTRACT SUM

- 4.1 The Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of Ten Million Two Hundred Eighty Three Thousand Six Hundred Forty Nine Dollars and Zero Cents (\$10,283,649). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current Prevailing Wage Determination published by the Department of Industrial Relations.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.

- 4.4 The Commission's obligation is payable only and solely from funds appropriated from Fourth Supervisorial District Capital Project funds for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Commission, and after approval by the Construction Management Division, the Commission shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.
- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Commission on or before the first working day of the month. Payment shall be subject to all provisions of General Conditions Section #66 of the Instructions to Bidders incorporated by reference into the Contract.
- 5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Commission before the start of construction. The Contractor shall submit to the Commission all of its payrolls for each pay period within seven (7) days after the pay period has ended. The Contractor shall also collect, review and submit to the Commission all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Commission terminating the Contract for default.
- 5.4 In addition to retention and all other applicable withholdings from any pending progress payment, the Contractor and Commission agree, as set forth below in Paragraphs 10.31 through 10.34 "Compliance with County's LEED Certification Requirements", that the Contractor's failure to submit the appropriate LEED certification verification or any subcontractor LEED certification verification within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) cumulative and on a monthly basis until all such documentation is received.

ARTICLE 6
PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Commission shall receive a certificate from the Contractor that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all

requirements of this Construction Contract have been satisfied. The Commission shall cause the Notice of Completion to be recorded with the County Recorder.

- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Commission pursuant to the General Conditions, Section #69 of the Instruction to Bidders, less any amounts which Commission is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the ten percent (10%) retention withheld, pursuant to the General Conditions, Section #66 of the Instruction to Bidders.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Commission has received the following:
- A. A Certificate of Completion, executed by Commission.
 - B. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
 - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Commission may remove such items, and the Contractor shall pay the Commission for all costs incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Commission shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten percent (10%) retention, less any amounts which the Commission is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7
BREACH AND TERMINATION

- 7.1 Waiver by the Commission of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 In addition to any right of termination reserved to the Commission by Section 57 of the General Conditions of the Instruction to Bidders, the Commission may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any

public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.

- 7.3 The Commission shall give the Contractor and his/her surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 57 of the General Conditions of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the Commission may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.
- 7.4 The Commission shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 Termination for Cause: This Contract may be terminated by the Commission upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:
- A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
 - B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission may immediately terminate this Contract.
 - C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
 - D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
 - E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the

Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 7.6 Termination for Improper Consideration: The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Commission officer or employee to solicit such improper consideration. The Report shall be made to the Commission's Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination for Convenience: The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.

- 7.8 The Commission's Quality Assurance Plan: The Commission or its agent will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Commission determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and the Contractor. If improvement does not occur consistent with the corrective action measures, the Commission may terminate this Contract or pursue other penalties as specified in this Contract.

- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order; he/she shall promptly give notice in writing to the Commission of such variance.

- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.
- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- 8.4 Anything mentioned in the bid documents relating to LEED requirements shall be adhered to. In the case of any discrepancies, the more stringent requirement shall prevail and the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination and clarification in writing.

ARTICLE 9
CONTRACTOR APPROVAL

- 9.1 Contractor's Adherence to the Child Support Compliance Program
Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.
- 9.2 Contractor's Warranty of Adherence to Commission's Child Support Compliance Program
Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission's Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 9.3 Termination For Breach of Warranty to Comply with Commission's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to Commission Policy.

9.4 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Commission's policy to encourage the Commission contractors to voluntarily post the Commission's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Contractor shall procure and maintain insurance at Contractor's expense for the duration of this Contract or for five (5) years after completion of the Work, whichever is greater from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval by the Commission:

GENERAL INSURANCE REQUIREMENTS:

- A. Without limiting Contractor's indemnifications of the Commission provided herein, Contractor and/or the entities with which Contractor contracts, shall procure and maintain at their own expense the insurance described in this section for the duration of this Contract, unless otherwise set forth herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the general liability

and automobile insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than 40 days following execution of this Contract. Contractor shall deliver satisfactory evidence of issuance of property insurance and worker's compensation insurance described below at such time that such exposures are at risk. Contractor shall deliver satisfactory evidence of issuance of Professional Liability Coverage once the professionals are hired for the Project or Contractor begins to provide professional services, whichever comes first. The certificate and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it and/or the entities with which it contracts, will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission is to be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by Contractor's subcontractors, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Liberty Community Plaza, 14181 Telegraph Road, Whittier, California 90604.

- B. The insurance policies shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor and/or any entities with which Contractor contracts, including, but not limited to any design professionals and subcontractors, to procure or maintain the insurance coverage required herein shall constitute a material breach of this Contract pursuant to which the Commission may, at its sole discretion immediately terminate this Contract and exercise all other rights and remedies set forth herein, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.
- C. When Contractor, or any entity with which Contractor contracts, is naming Commission, the Housing Authority for the County of Los Angeles, or the County of Los Angeles (hereinafter collectively referred to as "Public Agencies") as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in PCS's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.
- D. The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:
 - a. Commercial General Liability: Commercial General Liability insurance (written on ISO policy form CG 00 01), including coverage for personal injury, death, property damage and contractual liability, with limits of not less than the following:

General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

This policy shall also include coverage for explosion, collapse, and underground ("XCU") property damage liability. The Public Agencies and each of their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds for contractor's work on such policy. Contractor shall also require that all tiers of its subcontractors provide Commercial General Liability insurance of not less than One Million Dollars (\$1,000,000) for each occurrence Two Million Dollars (\$2,000,000) General Aggregate). Contractor shall further require all tiers of its subcontractors to provide additional insured status in favor of the Contractor and Public Agencies and each of their elected and appointed officers, officials, representatives, employees and agents, on such policy.

b. Professional Liability:

Contractor shall require that the following professional liability insurance coverage language be incorporated in its contract with any design professional with which it contracts for professional services: Design professional shall maintain professional liability insurance, including, but not limited to, coverage for personal injury, property damage and contractual liability, with a combined single limit not less than Two Million Dollars (\$2,000,000) for each occurrence Four Million Dollars (\$4,000,000) General Aggregate). Said insurance shall be maintained by Design Professional for a period of not less than four (4) years after a certificate of occupancy ("COO") has been obtained by Contractor with respect to the Property and Contractor has provided Commission with evidence of such. In the event that Contractor provides any professional services, Contractor shall be required to maintain the professional liability insurance set forth above.

c. Property Insurance: Based upon the specifics of the Project, the Commission has the right to require Contractor to obtain either "Basic Form" or "Special Form" property insurance as follows:

- i. "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage, collapse, earth movement (excluding earthquake), flood (if the property is located in a Special Flood Hazard Area). The amount of the property coverage shall at all times exceed the actual cash value (ACV) of all existing structures, improvements and fixtures on the Property. Said insurance shall be maintained for the duration of this Contract. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.
- ii. "Special Form" property insurance coverage shall include, without limitation, builders risk insurance and insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The amount of the property coverage shall at all times exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Property.

There shall not be a “co-insurance” clause. If a coinsurance waiver is not commercially available at reasonable rates, the Commission may waive this requirement. Said insurance shall be maintained for the duration of this Contract. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.

- d. Worker’s Compensation: Contractor's employees, if any, shall be covered by Workers' Compensation insurance in an amount and in such form as to meet all applicable requirements of the Labor Code of the State of California and Employers Liability limits up to One Million Dollars (\$1,000,000) per accident. Contractor shall require that the identical worker’s compensation insurance requirements be incorporated into Contractor’s contract with any other entities with which it contracts in relation to the Project. This must include a waiver of subrogation in favor of the Commission. Said entities shall maintain the insurance for the duration of this Contract or the duration of the construction that is the subject of their contracts with Contractor, whichever is greater.
- e. Automobile Liability: Combined single limit automobile liability insurance (written on ISO form CA 00 01) up to One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or alternatively coverage for "any auto". Contractor shall require that the identical automobile liability insurance requirements be incorporated into Contractor’s contract with any other entities with which it contracts in relation to the Project. Said entities shall maintain the insurance for the duration of this Contract or the duration of the construction that is the subject of their contracts with Contractor, whichever is greater. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policies.
- f. Performance Security Requirements: Prior to execution of the Contract, the Contractor shall file surety bonds with the Commission in the amounts and for the purposes noted below, and on bond forms provided by the Commission. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the U.S. Department of Treasury’s Listing of Approved Sureties (Annual Circular 570) and is satisfactory to the Commission, and it shall pay all premiums and costs thereof and incidental thereto (see <http://www.fms.treas.gov/c570/>).
- i. Materials and Labor Bond (Payment Bond): Shall be in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors, mechanics, and laborers employed by the Contractor on the Work. This bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the Commission, and until all claims for materials, labor, and subcontracts are paid.
- ii. Bond for Faithful Performance: Shall be in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract. This bond shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the Commission, that all materials and workmanship supplied by

the Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one (1) year from the date of acceptance of the Work by the Commission, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the Commission to do so, and to the approval of the Commission. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one (1) year after acceptance of the Work by the Commission.

iii. Each bond shall be signed by both the Contractor (as Principal) and the surety. Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the Commission, the Contractor shall replace said bond or bonds with good and sufficient sureties within ten (10) days after receiving notice from the Commission that the surety or sureties are insufficient or unsatisfactory. Should any surety or sureties be deemed insufficient or unsatisfactory, no payment(s) shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the Commission.

g. POLLUTION LIABILITY INSURANCE including coverage for bodily injury, property damages, and environmental damage with limits of not less than the following:

General Aggregate	\$2,000,000
Completed Operations	\$2,000,000
Each Occurrence	\$1,000,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials. The Public Agencies and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

(i) The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the Work;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the Work, whichever is greater;

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the contractor must purchase an extended period coverage for a minimum of five (5) years after completion of Work;

(iv) A copy of the claims reporting requirements must be submitted to the Commission for review; and

(v) If the Work involves lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

Contractor agrees that it will require that all of the above mentioned insurance requirements in this section 10.4 be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the Work, Project, or property that is the subject of this Contract.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Commission's contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

State Prevailing Wage Requirements

This construction project is funded in whole with State funds. The Contractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations, Division of Labor Statistics. These rates can be obtained on the website at www.dir.ca.gov, or by contacting the Community Development Commission, Construction Management Division, Labor Compliance Unit for prevailing wage rates on file. See Section 31A through 37 in Part A, "Instructions to Bidders and General Conditions for Construction Contract," of this Contract.

Consideration of GAIN/GROW Participants for Employment

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category

10.6 Access and Retention of Records

The Contractor shall provide access to the Commission, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and

transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Commission, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

10.8 Indemnification

- A. In the event that Contractor is not providing professional services, Contractor agrees to indemnify, defend and hold harmless the Commission, and their elected and appointed officials, officers, representatives, employees, and agents (hereinafter collectively referred to as "Agents"), from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to this Agreement, the services, work, and/or materials provided pursuant to this Agreement, the Property, or Project. Contractor shall not be required to indemnify, defend, and hold harmless the Commission and its Agents from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Commission, Commission's agents, servants, or independent contractors who are directly responsible to the Commission. Such indemnification language shall also be incorporated in Contractor's contracts with any subcontractors in favor of the Commission.
- B. In the event that Contractor is providing professional services, Contractor agrees to indemnify, defend and hold harmless the Commission and their Agents from and against any and all Liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor. Such indemnification language, in favor of the Commission, shall also be incorporated in Contractor's contracts with any design professionals in favor of the Commission.
- C. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Agreement. Contractor agrees to require any entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, as applicable to each of them.
- D. The Commission reserves the right, at its sole and absolute discretion, to amend at any time the insurance and indemnity provisions contained herein.
- E. Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the Contractor for this Project.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

10.10 Assignment By Contractor

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Commission and the Commission holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission, or under Commission supervision or control. This Contract is by and between the Contractor and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

The Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Commission has actual knowledge of such injury or damage. The Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Commission:

Community Development Commission
Terry Gonzalez, Contracting Officer
Attn: Bill Yee, Manager
700 W. Main Street
Alhambra, CA 91801

Contractor:

Morillo Construction, Inc.
Antoine B. Morillo, President
227 N. Holliston Ave.,
Pasadena, CA 91106

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Commission and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.19 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.20 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be

construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.21 Patent Rights

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.22 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment A, Internal Revenue Service Notice 1015.

10.23 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.24 Contractor Responsibility and Debarment

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given

an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

10.25 Compliance With Jury Service Program

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, “Contractor” means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. “Employee” means any California resident who is a full time employee of Contractor. “Full time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify the Commission if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

10.26 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheets are set forth in Attachment B of this Contract and are also available on the Internet at www.babysafela.org for printing purposes.

10.27 Contractor's Acknowledgment of Commission's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission’s policy to encourage all Commission contractors to voluntarily post the “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used.

10.28 Contractor’s Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Contractors to

complete the Charitable Contributions Certification as included in Attachment C of the Contract Documents, the Commission/Authority seeks to ensure that all Commission/Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Commission/Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

- 10.29 Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program
The Contractor acknowledges that the County of Los Angeles (County) has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.
- 10.30 Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program
Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 10.29, "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program, to Los Angeles County Code, Chapter 2.206.
- 10.31 Compliance with County's LEED Certification Requirements
The Contractor acknowledges that the Project has been designed to obtain Leadership in Energy and Environmental Design (LEED) Platinum Certification. The Contractor and each of its subcontractors shall comply with all requirements set forth in the Contract Documents per Specification Sections, 01351- LEED Procedure and other sections for LEED requirements specific to the work of each of those sections. These requirements may or may not include reference to LEED. Specifically, Contractor agrees to submit all paperwork and documentation as necessary to obtain this Certification. This includes uploading information to the LEED Online website as required by Section 01351- LEED Procedure, Attachment 1: Contractor's LEED Submittal Timeline at each milestone date. The Contractor and each Subcontractor shall submit a LEED certification verification timeline to the Commission before the start of construction. The Contractor shall submit to the Commission all of its LEED certification verification for each pay period within the timeframe allotted by the project manager. The Contractor shall also collect, review and submit to the Commission all of its subcontractors' LEED certification documentation within this same timeframe as directed by the project manager.
- 10.32 LEED Certification Verification shall consist of a tracking and reporting method prepared by the contractor that clearly outlines the timeline of verification and documentation of all LEED related reconstruction processes and use of complying materials during construction and after completion. The basis of this tracking and reporting method shall be the LEED scorecard and all LEED and Environmental Design Requirements as outlined in Section 01351- LEED Procedure, Attachment 2: LEED Scorecard. This LEED Certification Verification report shall be reviewed on a bi-weekly basis as part of the weekly Owner, Commission, Architect and Contractor construction meeting.

- 10.33 Contractor has obtained, or has on staff as an employee, a qualified LEED Accredited Professional consultant/employee (collectively, "LEED Consultant) who has been approved by the Commission. Contractor shall utilize the services and expertise of said LEED Consultant for the duration of the construction of the Project to assist and advise the Contractor in completing LEED required tasks as set forth in Section 01351- LEED Procedure. Contractor agrees and acknowledges, however, that Contractor is ultimately responsible for compliance with all LEED Certification requirements as set forth above, and in the Contract Documents.
- 10.34 The Contractor and the Commission agree that it is difficult to determine the actual damages to the County and Commission if the Project fails to obtain a LEED Silver Certification as a result of Contractor's or any of its subcontractors' failure to comply with the requirements set forth in the Contract Documents. Therefore, both parties agree that the Contractor's failure to submit the appropriate LEED certification verification or any subcontractor LEED certification verification within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) cumulative and on a monthly basis in addition to retention and all other applicable withholdings from any pending progress payment until all such documentation is received. Ongoing or flagrant failures by the Contractor to submit the required forms, and all appropriate LEED certification verification or the appropriate LEED certification verification of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Commission terminating the Contract for default.

10.35 Local Small Business Enterprise Preference Program

This contract is subject to the provisions of the Los Angeles County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for

certification, and fails to notify the State and the County Office of Small Business of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY
CORPORATE AND POLITIC

CONTRACTOR

MORILLO CONSTRUCTION, INC.
227 N. HOLLISTON AVE.
PASADENA, CA 91106
License Number: 326965

By: _____

SEAN ROGAN

Title: EXECUTIVE DIRECTOR

Date: _____

By: _____

Title:

Date: _____

APPROVED AS TO PROGRAM:

TERRY GONZALEZ

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM

Office of County Counsel,
JOHN F. KRATTL,
County Counsel

BUSINESS ADDRESS

Morillo Construction, Inc.

227 N. Holliston Ave.

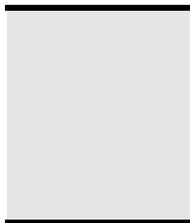
Pasadena, CA 91106

By: _____

Deputy

CORPORATE SEAL

Required Signatures:



If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ATTACHMENT A



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2009)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

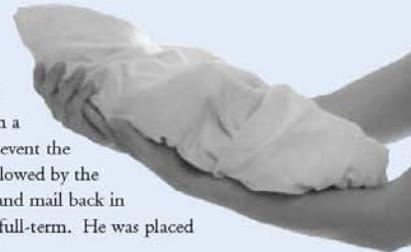
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT C

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

ATTACHMENT C



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

YES

NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

Request for taxpayer identification and certification

ATTACHMENT D

Form W-9
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

*Print or type
See Specific
Instructions on page 2.*

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								

or

Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
 2. The United States or any of its agencies or instrumentalities;
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation;
 7. A foreign central bank of issue;
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

ATTACHMENT D

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

ATTACHMENT D

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



The County of Los Angeles

Whittier Area Community Center Project

Initial Study/Mitigated Negative Declaration

August 2012

Whittier Area Community Center Project

Initial Study/Mitigated Negative Declaration

Prepared by:

The County of Los Angeles
Contact: Donald Dean, Environmental Officer
Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Prepared with the assistance of:

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003

August 2012

**County of Los Angeles
Community Development Commission**

**DRAFT MITIGATED NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

- PROJECT TITLE:** Whittier Area Community Center
- PROJECT DESCRIPTION:** The proposed project would involve the construction of a community and family service center on an 8.25-acre site located on the north corner of the Telegraph Road and Valley View Avenue intersection in unincorporated South Whittier. The up to 20,636 square foot center would include multi-purpose room(s), exercise and activity rooms, media and/or reading room, kitchen, outdoor areas, landscaped areas, and administrative offices. Surface parking for approximately 120 spaces would be provided. The site is bordered by single family residences on the southwest, northwest, and northeast. An industrial facility is southeast of the project site across Valley View Avenue.
- PROJECT LOCATION:** The project site is located at the north corner of the Telegraph Road and Valley View Avenue intersection in unincorporated South Whittier, Los Angeles County, California.

MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID POTENTIALLY SIGNIFICANT IMPACTS:

The following mitigation measures are required:

1. **Archaeological Resources.** In the unexpected event that archaeological resources are exposed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.
2. **Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

3. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
 - To the degree feasible, landscaped areas shall be designed with drought-tolerant species. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
 - Restrooms shall be fitted with water conserving fixtures, including low flow faucets and toilets.

4. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

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and chlorine-free virgin pulp.*

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INITIAL STUDY

1. **Project title:** Whittier Area Community Center Project
2. **Lead agency name and address:** Community Development Commission of the County of Los Angeles (LACDC)
2 Coral Circle
Monterey Park, CA 91755
3. **Contact person:** Donald Dean, Environmental Officer
Community Development Commission of the County of Los Angeles
4. **Project location:** The project site is located on the north corner of the Telegraph Road and Valley View Avenue intersection in unincorporated South Whittier, California. The approximately 8.25-acre site is bordered by single family residences on the southwest, northwest, and northeast. An industrial facility is southeast of the project site across Valley View Avenue. Figure 1 illustrates the project in its regional setting, while Figure 2 illustrates the project's site-specific location
5. **Project sponsor's name and address:** Community Development Commission of the County of Los Angeles (LACDC)
2 Coral Circle
Monterey Park, CA 91755
6. **General Plan designation:** Public and Semi-Public Facilities (P)
7. **Zoning:** Unlimited Commercial (C-3-BE)
Residential/ Agriculture (R-A-6000)
Light Agriculture (A-1)
8. **Project Description:**

The proposed project would involve the construction of a community and family service center on an 8.25-acre site located on the north corner of the Telegraph Road and Valley View Avenue intersection in the unincorporated community of South Whittier. The up to 20,636 square foot center would include multi-purpose room(s), exercise and activity rooms, media and/or reading room, kitchen, outdoor areas, landscaped areas, and administrative offices. Surface parking for approximately 120 spaces would be provided.



9. Surrounding land uses and setting:

The site is bordered by single family residences on the southwest, northwest, and northeast. An industrial facility is southeast of the project site across Valley View Avenue. Figure 3 shows photos of the existing site conditions and Figure 4 shows photos of surrounding land uses.

10. Other public agencies whose approval is required:

The County of Los Angeles is the only public agency with discretionary approval over the project and is the lead agency.

ENVIRONMENTAL FACTORS AFFECTED

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is “Potentially Significant” or “Potentially Significant Unless Mitigation Incorporated” as indicated by the checklist on the following pages.

- | | | |
|---|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input checked="" type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |



DETERMINATION:

On the basis of this initial evaluation:

- I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed Project could have a significant effect on the environment, because all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.



Signature

8-28-12

Date

Donald Dean
Environmental Officer
Community Development Commission of the County of Los Angeles



ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
I. <u>AESTHETICS</u> – Would the Project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a-c) The project site is currently occupied by a dirt track, bleachers, and an obstacle course, as seen on Figures 3 and 4. The site is currently surrounded by residences and an industrial facility. The project site is essentially flat and contains no identified scenic resources, such as trees, rock outcroppings, or historic buildings. There are no designated scenic highways in the project site vicinity. The project may have the potential to alter views from roadways or effect scenic vistas. However, the community center would be compatible with existing adjacent uses. Impacts would be **less than significant**.

d) The proposed community center would create new sources of light and glare beyond existing conditions. New sources of light would include building lighting and parking lot lighting. Glare sources would include vehicles parked onsite and windows. The area surrounding the project site currently contains park facilities and residential development, which contains minimal light and glare sources. The new light and glare sources at the community center would be compatible with existing uses and would not substantially increase light or glare in the area. Therefore, impacts would be **less than significant**.



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
II. <u>AGRICULTURE AND FOREST RESOURCES</u>				
-- In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. -- Would the Project:				
a) Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



a, b, e) The project site is not designated as Prime Farmland, Unique Farmland, Farmland of Statewide Importance. However, part of the site is zoned Residential/ Agricultural (R-A-6000). Uses subject to a Conditional Use Permit in the R-A zone include the following: recreational facilities, neighborhood, not accessory to a principal use, including tennis, polo and swimming, where operated as a nonprofit corporation for the use of the surrounding residents (County of Los Angeles Municipal Code Section 22.20.440). Therefore, assuming that the Conditional Use Permit is obtained, the project would be in compliance with the R-A zoning designation. Also, part of the project site is zoned as Light Agricultural (A-1). Uses subject to a Conditional Use Permit in the A-1 zone include parks, playgrounds and bleachers, with all appurtenant facilities customarily found in conjunction therewith (County of Los Angeles Municipal Code Section 22.24.100). Assuming that the Conditional Use Permit is obtained, the project would be in compliance with the A-1 zoning designation.

The project site has a general plan land use designation of Public and Semi-Public (P). The P designation allows for public and semi public facilities and community-serving uses. Therefore, the project would be consistent with the P land use designation.

The project site is not under Williamson Act contract (California Department of Conservation, 2008). Impacts would be less than significant.

c, d) The project site is not located on or near forest land or timberland, and would have **no impact** on such resources.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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III. AIR QUALITY -- Would the Project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



The project site is within the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). SCAQMD, the local air quality management agency, is required to monitor air pollutant levels to ensure that air quality standards are met and, if they are not met, to develop strategies to meet the standards.

Depending on whether or not the standards are met, the air basin is classified as being in “attainment” or “nonattainment.” The South Coast Air Basin is in nonattainment for both the federal and state standards for ozone, nitrogen dioxide, and PM₁₀. Thus, the basin currently exceeds several state and federal ambient air quality standards and is required to implement strategies that would reduce the pollutant levels to acceptable standards. This non-attainment status is a result of several factors, the primary ones being the naturally adverse meteorological conditions that limit the dispersion and diffusion of pollutants, the limited capacity of the local air shed to eliminate pollutants from the air, and the number, type, and density of emission sources within the South Coast Air Basin.

The SCAQMD has adopted an Air Quality Management Plan (AQMP) that provides a strategy for the attainment of state and federal air quality standards. The South Coast Air Basin is classified as being in “attainment” for federal and state carbon monoxide standards. According to the AQMP, all areas within the South Coast Air Basin have been in attainment of federal carbon monoxide standards since 2003 and no area exceeded state standards in 2005. The highest levels of carbon monoxide concentrations listed in SCAQMD’s most recent AQMP (2007) were 5.9 parts per million (ppm), substantially lower than the California 8-hour standard of 9.0 ppm. (Greenhouse gas emissions are addressed below in Section VII, *Greenhouse Gas Emissions*.)

The SCAQMD has established the following significance thresholds for construction activities within the South Coast Air Basin:

- 100 pounds per day of nitrogen oxides (NO_x)
- 75 pounds per day of volatile organic compounds (VOC)
- 550 pounds per day of carbon monoxide (CO)
- 150 pounds per day of particulate matter less than 10 microns in diameter (PM₁₀)
- 55 pounds per day of particulate matter less than 2.5 microns in diameter (PM_{2.5})
- 150 pounds per day of sulfur oxides (SO_x)
- 3 pounds per day of lead

The SCAQMD also has established the following significance thresholds for project operations within the South Coast Air Basin:

- 55 pounds per day of NO_x
- 55 pounds per day of VOC
- 550 pounds per day of CO
- 150 pounds per day of PM₁₀
- 55 pounds per day of PM_{2.5}
- 150 pounds per day of SO_x
- 3 pounds per day of lead



The majority of emissions associated with construction activities onsite come from off-road vehicles such as cranes and backhoes, but some emissions are also associated with construction worker trips and the application of architectural coatings, which release volatile or reactive organic gases (ROG) during the drying phase. SCAQMD Rule 403 requires implementation of measures to minimize emissions for all dust generating activity. The non-attainment status of the South Coast Air Basin for PM₁₀ dust emissions requires that Best Available Control Measures (BACMs) be used to minimize regional cumulative PM₁₀ impacts from all construction activities, even if a project does not exceed thresholds.

SCAQMD has developed Localized Significance Thresholds (LSTs) in response to the Governing Board’s Environmental Justice Enhancement Initiative (1-4). LSTs were devised in response to concern regarding exposure of individuals to criteria pollutants in local communities. LSTs represent the maximum emissions from a project that would cause or contribute to an air quality exceedance of the most stringent applicable federal or state ambient air quality standard at the nearest sensitive receptor, taking into consideration ambient concentrations in each source receptor area (SRA), project size, and distance to the sensitive receptor. LSTs only apply to emissions within a fixed stationary location, including idling emissions during project construction and operation. LSTs have been developed only for NO_x, CO, PM₁₀ and PM_{2.5}. LSTs are not applicable to mobile sources such as cars on a roadway (Final Localized Significance Threshold Methodology, SCAQMD, June 2003). As such, LSTs for operational emissions do not apply to the proposed project as the majority of operational emissions from the project would be generated by vehicular traffic generated from operation of the project.

LSTs have been developed for areas up to 5 acres in size, with air pollutant modeling recommended for activity within larger areas. The SCAQMD provides a lookup tables for sites that measure 1, 2 and 5 acres. Though the project site is almost 10 acres, it is assumed that construction would not occur on more than one acre at one time; therefore, project emissions were compared to construction emission thresholds for 1-acre sites (shown in Table 1). The project site is located in Source Receptor Area 5 (SRA-5) which is designated by the SCAQMD as Southeast LA County and includes South Whittier. The thresholds in Table 1 were determined based on the distance from nearby sensitive receptors to the project site. The closest sensitive receptors to the project site are the residences immediately to the east and north of the project site.

Table 1
SCAQMD LSTs for Construction

Pollutant	Allowable emissions as a function of receptor distance in feet from a one acre site (lbs/day)				
	82	164	328	656	1,640
Gradual conversion of NO _x to NO ₂	80	81	94	123	192
CO	571	735	1,088	2,014	6,854
PM ₁₀	4	13	30	66	173
PM _{2.5}	3	4	8	19	86

Source: <http://www.aqmd.gov/CEQA/handbook/LST/appC.pdf>, accessed online July 2012.



a) Generally, a project would conflict with or potentially obstruct implementation of an air quality plan if it would contribute to population growth in excess of that forecasted in the air quality management plan. The proposed project would involve construction of a community center, which would not generate any population growth. Consequently, the project would not contribute to an exceedance of the area’s projected population growth forecast. **No impact would occur.**

b, c) Long term operational emissions generated by the proposed project would result from area and mobile emissions. Area emissions include the use of electricity and landscaping maintenance equipment. Mobile emissions include vehicle trips to and from the site. Operational emissions were quantified using the CalEEMod v2011.1 air quality model, as shown in Table 2 below (see attachment for more detailed modeling results). Operational emissions were determined based on the proposed square footage of the community center and estimated trips generated. The project would be required to meet the latest building energy efficiency standards set forth by Title 24 (California Energy Commission, 2008), which would reduce the amount of area source emissions onsite.

As shown in Table 2, the operational emissions (area and mobile emissions) generated by the proposed project would not exceed the SCAQMD’s daily operational thresholds for any pollutant; therefore, operational regional air quality impacts would be **less than significant.**

Table 2
Operational Emissions (pounds per day)

Emission Source	Emissions (lbs/day)					
	ROG	NO _x	CO	PM ₁₀	PM _{2.5}	SO _x
Emissions	4.44	6.79	26.90	4.55	0.44	0.05
<i>SCAQMD Thresholds</i>	<i>75</i>	<i>100</i>	<i>550</i>	<i>150</i>	<i>55</i>	<i>150</i>
Exceed SCAQMD Thresholds?	NO	NO	NO	NO	NO	NO

Source: CalEEMod v.2011.1 (See attachment for model assumptions and results)
Note: Lead emissions are negligible

d) Construction activities such as the operation of construction vehicles and equipment over unpaved areas, grading, trenching, and disturbance of stockpiled soils have the potential to generate fugitive dust (PM₁₀) through the exposure of soil to wind erosion and dust entrainment. In addition, exhaust emissions associated with heavy construction equipment would potentially degrade air quality.

Temporary construction emissions were estimated using the CalEEMod v.2011.1 computer model (see attachment for air quality data). The number and type of construction equipment were estimated based on construction projects similar in size to the proposed project. During project site preparation, the soils that underlie portions of the site could be turned over and pushed around, exposing the soil to wind erosion and dust entrainment by onsite operating equipment. SCAQMD Rule 403 requires watering of disturbed surfaces areas and unpaved roads to control fugitive dust. These control measures were included in the model.



Table 3 shows the maximum daily emissions that would result from construction of the proposed project. As shown, construction emissions would not exceed SCAQMD thresholds or LSTs for ROG, NO_x, CO, PM₁₀, or PM_{2.5}. In addition, all construction activity would be required to comply with applicable South Coast Air Quality Management District (SCAQMD) rules, including Rule 403 (Fugitive Dust) and Rule 404 (Particulate Matter). Therefore, impacts would be **less than significant**.

Table 3
Maximum Daily Construction Emissions (pounds per day)

Emission Source	ROG	NO_x	CO	PM₁₀	PM_{2.5}	SO_x
Maximum Daily Construction Emissions	7.56	23.62	16.05	2.08	1.70	0.05
<i>SCAQMD Thresholds (peak day)</i>	<i>75</i>	<i>100</i>	<i>550</i>	<i>150</i>	<i>55</i>	<i>150</i>
Exceed SCAQMD Thresholds?	NO	NO	NO	NO	NO	NO
<i>Localized Significance Thresholds¹</i>	<i>n/a</i>	<i>80</i>	<i>571</i>	<i>4</i>	<i>3</i>	<i>n/a</i>
Exceed Localized Significance Thresholds?	n/a	NO	NO	NO	NO	n/a

Note: The grading phase and the building construction phase do not occur simultaneously.

Note: Lead emissions are negligible

¹*Localized Significance Thresholds for 1-acre sites in source receptor area 5 for 84 feet from site boundary.*

Source: Construction Lookup Table for 1-acre site (see attachment for model assumptions and results)

e) Certain population groups are considered particularly sensitive to air pollution. Sensitive receptors include health care facilities, retirement homes, school and playground facilities, and residential areas. The sensitive receptors closest to the project site are the residential areas immediately to the north and west of the site.

As discussed in items b, c, and d above, the proposed project would not result in an exceedance of SCAQMD thresholds for operational emissions. In addition, project emissions would not exceed LST thresholds for construction emissions. Daily thresholds are established to protect human receptors from potentially significant health impacts. Therefore, since project emissions would not exceed established thresholds, the project would not expose sensitive receptors to substantial pollutant concentrations during both construction and operational phases. Impacts to sensitive receptors would be **less than significant**.

f) The proposed community center would not generate objectionable odors. Community Centers are not identified on Figure 5-5, *Land Uses Associated with Odor Complaints*, of the 1993 SCAQMD CEQA Air Quality Handbook. Therefore, the proposed project would not generate objectionable odors affecting a substantial number of people. **No impact** would occur.



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
IV. <u>BIOLOGICAL RESOURCES</u> --				
Would the Project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-c) The project site consists of two dirt tracks, fields, bleachers, exercise bars and an obstacle course. The project site does not contain a suitable habitat for protected or endangered wildlife (Rincon Consultants, Inc., Site Visit January, 2011). No water resources are present on site and no natural or artificial surface water exists on the project site (FWS Wetlands Mapper, 2012; National Wild & Scenic Rivers, 2012). The project would not adversely affect any watercourse



or any unique natural features. Moreover, no endangered species are known to occur on the project site. No endangered species were observed during the site visit or are likely to occur at the project site. Due to the previously disturbed nature of the site, the project site lacks significant native vegetation that would provide habitat for any unique, rare, or endangered plant or animal species. Therefore, impacts to biological resources would be **less than significant**.

d) The project would not involve any construction activities or physical development that would interfere substantially with the movement of any native resident or migratory fish, wildlife corridors or impede the use of native wildlife nursery sites. Therefore, **no impact** would occur with respect to local wildlife movement.

e) The project would not involve any construction activities or physical development that would conflict with any local policies or ordinances protecting biological resources. Therefore, **no impacts** would occur in this regard.

f) The project site is not located within an area that is subject to an adopted conservation plan (DFG, 2012). **No impact** would occur.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
V. <u>CULTURAL RESOURCES</u> --				
Would the Project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) A Section 106 Report, prepared by San Buenaventura Research Associates, indicates that no properties within the Area of Potential Effect are either listed or eligible for the National Register of Historic Places. **No impact** to historical resources would occur.

b-d) A Phase I Archaeological Survey Report prepared by Conejo Archaeological Consultants determined that based on record search findings and survey results, no impact to archaeological resources is anticipated from project development. Nonetheless, mitigation



measures 1 and 2 would be required in the event that archaeological resources are discovered during project construction.

1. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project Area of Potential Effect (APE) must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.

2. **Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

With implementation of mitigation measures 1 and 2, impacts would be **less than significant**.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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VI. GEOLOGY AND SOILS –

Would the Project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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VI. GEOLOGY AND SOILS –

Would the Project:

unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

d) Be located on expansive soil, as defined in Table 1-B of the Uniform Building Code, creating substantial risks to life or property?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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a.i and ii) No Alquist-Priolo Special Studies Zones exist on site, so the probability of seismic surface rupture is considered low. In addition, the site has not been designated as a zone of required investigation for earthquake-induced landslides (California Department of Conservation, 2012). Similar to all of Southern California, active and/or potentially active faults in the region could generate strong groundshaking on the project site. South Whittier could experience shaking from faults in the area including the Whittier Fault or the San Andreas Fault. Therefore, the project would be required to comply with applicable provisions of the most recently adopted version of the California Building Code (CBC) and applicable County building regulations. **Adherence to these regulations would ensure that seismic related impacts would be less than significant.**

a.iii) The project site is not located within a potential liquefaction zone as identified on the State Hazards Map (State of California Seismic Hazards Zone Map, Whittier Quadrangle, 1998). Liquefaction is a condition that occurs when unconsolidated, saturated soils change to a near-liquid state during groundshaking. Therefore, **no impact** would occur.

a.iv) The project site is generally flat. The site has not been designated as a zone of required investigation for earthquake-induced landslides. **No impact** would occur.

b) Temporary erosion could occur during project construction. However, construction activity would be required to comply with County of Los Angeles Municipal Code Section 12.80. This Section requires that all BMPs required as a condition of any permit for construction activity granted pursuant to Title 26 of the code be maintained in full force and effect during the term of the project, unless otherwise authorized by the director (Ord. 98-0021 § 1 (part), 1998).

Applicable BMPs, such as the following, would reduce storm water runoff containing sediment, construction materials or other pollutants from the construction site:



- *Structural controls such as sediment barriers, plastic sheeting, detention ponds, filters, berms, and similar controls to minimize the escape of sediment and other pollutants from the site.*
- *Excavated soil located on the site in a manner that minimizes the amount of sediment running onto the street, drainage facilities or adjacent properties. Berm soil piles or cover with plastic or similar materials until the soil is either used or removed from the site.*
- *Prevent washing of construction or other vehicles on the construction site to prevent run off the construction site and enter the municipal storm water system.*
- *Trash receptacles situated at convenient locations on the construction site and maintained in such a manner that trash and litter does not accumulate on the site nor migrate off site.*
- *Erosion from slopes and channels controlled through the effective combination of best management practices.*

Assuming compliance with applicable County Municipal Codes, **impacts would be less than significant.**

c, d) The project site is not located on a geologic unit or soil that is or would become unstable as a result of the project, potentially resulting in on- or off-site landslide, lateral spreading, subsidence, or collapse. Proper site investigation, soil testing, foundation design, and enforcement of construction grading practices, as defined by the County Building Code, would reduce potential impacts (Los Angeles County, 1990). The project would therefore have a **less than significant** impact related to these hazards.

e) The project would generate wastewater, but would be connected to the existing sewer and wastewater disposal system and would not require the use of septic tanks. Therefore, **no impact** related to the use of septic tanks or alternative wastewater disposal systems would occur.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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VII. GREENHOUSE GAS EMISSIONS -

Would the Project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Climate change is the observed increase in the average temperature of the Earth's atmosphere and oceans along with other substantial changes in climate (such as wind patterns, precipitation, and storms) over an extended period of time. The term "climate change" is often used interchangeably with the term "global warming," but "climate change" is preferred to "global warming" because it helps convey that there are other changes in addition to rising temperatures. The baseline against which these changes are measured originates in historical records identifying temperature changes that have occurred in the past, such as during previous ice ages. The global climate is continuously changing, as evidenced by repeated episodes of substantial warming and cooling documented in the geologic record. The rate of change has typically been incremental, with warming or cooling trends occurring over the course of thousands of years. The past 10,000 years have been marked by a period of incremental warming, as glaciers have steadily retreated across the globe. However, scientists have observed acceleration in the rate of warming during the past 150 years. Per the United Nations Intergovernmental Panel on Climate Change (IPCC, 2007), the understanding of anthropogenic warming and cooling influences on climate has led to a high confidence (90% or greater chance) that the global average net effect of human activities since 1750 has been one of warming. The prevailing scientific opinion on climate change is that most of the observed increase in global average temperatures, since the mid-20th century, is likely due to the observed increase in anthropogenic GHG concentrations (IPCC, 2007).

Gases that absorb and re-emit infrared radiation in the atmosphere are called greenhouse gases (GHGs). GHGs are present in the atmosphere naturally, are released by natural sources, or are formed from secondary reactions taking place in the atmosphere. The gases that are widely seen as the principal contributors to human-induced climate change include carbon dioxide (CO₂), methane (CH₄), nitrous oxides (N₂O), fluorinated gases such as hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Water vapor is excluded from the list of GHGs because it is short-lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation.

GHGs are emitted by both natural processes and human activities. Of these gases, CO₂ and CH₄ are emitted in the greatest quantities from human activities. Emissions of CO₂ are largely by-products of fossil fuel combustion, whereas CH₄ results from off-gassing associated with agricultural practices and landfills. Man-made GHGs, many of which have greater heat-absorption potential than CO₂, include fluorinated gases and sulfur hexafluoride (SF₆) (California Environmental Protection Agency [CalEPA], 2006). Different types of GHGs have varying global warming potentials (GWPs). The GWP of a GHG is the potential of a gas or aerosol to trap heat in the atmosphere over a specified timescale (generally, 100 years). Because GHGs absorb different amounts of heat, a common reference gas (CO₂) is used to relate the amount of heat absorbed to the amount of the gas emissions, referred to as "carbon dioxide equivalent" (CO₂E), and is the amount of a GHG emitted multiplied by its GWP. CO₂ has a GWP of one. By contrast, CH₄ has a GWP of 21, meaning its global warming effect is 21 times greater than CO₂ on a molecule per molecule basis (IPCC, 1997).

Worldwide anthropogenic emissions of GHG were approximately 40,000 million metric tons (MMT) CO₂E in 2004, including ongoing emissions from industrial and agricultural sources, but excluding emissions from land use changes (i.e., deforestation, biomass decay) (IPCC, 2007). CO₂ emissions from fossil fuel use accounts for 56.6% of the total emissions of 49,000 million metric



tons CO₂E (includes land use changes) and all CO₂ emissions are 76.7% of the total. Methane emissions account for 14.3% of GHG and N₂O emissions account for 7.9% (IPCC, 2007).

Total U.S. GHG emissions were 6,633.2 million metric tons of CO₂E in 2009 (USEPA, April 2011). While total U.S. emissions have increased by 7.3% from 1990 to 2009, emissions decreased from 2008 to 2009 by 427.9 MMT of CO₂E, or 6.1% (DOE EIA, Table 12.1, August 2010). This decrease was primarily due to (1) a decrease in economic output resulting in a decrease in energy consumption across all sectors; and (2) a decrease in the carbon intensity of fuels used to generate electricity due to fuel switching as the price of coal increased, and the price of natural gas decreased substantially. Since 1990, U.S. emissions have increased at an average annual rate of 0.4%. The transportation and industrial end-use sectors accounted for 33% and 26%, respectively, of CO₂ emissions from fossil fuel combustion in 2009. Meanwhile, the residential and commercial end-use sectors accounted for 22% and 19%, respectively, of CO₂ emissions from fossil fuel combustion in 2009 (USEPA, 2011).

Based upon the California Air Resources Board (ARB) *California Greenhouse Gas Inventory for 2000-2008* (ARB, 2011), California produced 478 MMT of CO₂E in 2008. The major source of GHGs in California is transportation, contributing 36% of the state's total GHG emissions. Electricity generation is the second largest source, contributing 24% of the state's GHG emissions (ARB, June 2010). California emissions are due in part to its large size and large population compared to other states. Another factor that reduces California's per capita fuel use and GHG emissions, as compared to other states, is its relatively mild climate. ARB has projected statewide unregulated GHG emissions for the year 2020, which represent the emissions that would be expected to occur in the absence of any GHG reduction actions, will be 596 MMT CO₂E (ARB, 2007).

Globally, climate change has the potential to affect numerous environmental resources through potential impacts related to future air temperatures and precipitation patterns. Scientific modeling predicts that continued GHG emissions at or above current rates would induce more extreme climate changes during the 21st century than were observed during the 20th century. Scientists have projected that the average global surface temperature could rise by 1.0-4.5°F (0.6-2.5°C) in the next 50 years, and the increase may be as high as 2.2-10°F (1.4-5.8°C) in the next century. In addition to these projections, there are identifiable signs that global warming is currently taking place, including substantial ice loss in the Arctic (IPCC, 2007).

According to the CalEPA's 2010 Climate Action Team Biennial Report, potential impacts of climate change in California may include loss in snow pack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years (CalEPA, April 2010).

a, b) Project-level operational emissions were studied based on contributions for both stationary and mobile emissions sources. Temporary construction-generated emissions were also quantified. GHG emissions would be considered significant if project-generated GHGs exceed the recommended SCAQMD threshold for all land use types of 3,000 metric tons CDE/year (SCAQMD, "Proposed Tier 3 Quantitative Thresholds - Option 1", September 2010).

Based on the maximum daily CO₂ emissions generated by construction of the proposed project (see attachment for CalEEMod.2011.1 modeling results), construction of the proposed project



would generate an estimated 455 metric tons of CO₂E, or 15.2 metric tons amortized over 30 years. Unlike the operational emissions that would occur over the life of the project, construction emissions are temporary and are associated with the vehicles that would be used to grade the site and construct the project as well as the vehicle miles traveled by workers commuting to and from the site. Once construction is completed, emissions would derive from operational sources such as landscaping equipment and vehicle trips.

In the long term, the generation of electricity through combustion of fossil fuels typically yields carbon dioxide, and to a smaller extent nitrous oxide and methane. Mobile emissions would be generated by vehicles driving to and from the project site. Additional operational emissions derive from water and wastewater. The maximum anticipated operational emissions were calculated using the CalEEMod computer program, as shown in Table 4. The project's estimated operational emissions are 860 metric tons CO₂E. Combined operational and construction emissions are shown in Table 4.

Table 4
Estimated Annual Operational Emissions
of Greenhouse Gases

	Annual Emissions of CO₂E
Construction (Amortized over 30 years)	15.2 metric tons
Operational	859.67 metric tons
Total	874.87metric tons

Source: CalEEMod, 2011. See attachment for calculations.

CO₂E = carbon dioxide equivalents

Calculation Methodology per 30, Version 2.2, March 2007, pages 30-35.

The adopted CEQA Guidelines provide regulatory guidance on the analysis and mitigation of GHG emissions in CEQA documents, while giving lead agencies the discretion to set quantitative or qualitative thresholds for the assessment and mitigation of GHGs and climate change impacts. The SCAQMD threshold, which was adopted in December 2008, considers emissions of over 10,000 metric tons CDE/year to be significant. However, the SCAQMD's threshold applies only to stationary sources and is expressly intended to apply only when the SCAQMD is the Lead Agency pursuant to CEQA. Although not formally adopted, the SCAQMD has a recommended quantitative threshold for all land use types of 3,000 metric tons CDE/year (SCAQMD, "Proposed Tier 3 Quantitative Thresholds - Option 1", September 2010).

The proposed project's estimated contribution of 875 metric tons CO₂E per year would not exceed SCAQMD thresholds. Therefore, GHG emissions generated by the proposed project would not have a significant adverse impact on the environment, and the project would not conflict with applicable plans, policies, or regulations adopted for the purpose of reducing the emissions of GHGs. Impacts would be **less than significant**.



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS - Would the Project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a, b, d) The proposed project would involve construction, but would not involve the transport, use, or disposal of hazardous materials. According to the EnviroStor database maintained by



the Department of Toxic Substances Control, the project site is not included in a list of hazardous material sites and is not on the Cortese List (EnviroStor and Cortese, 2012). A Leaking Underground Storage Tank is approximately 250 feet southeast of the project site on Telegraph Road east of Valley View Avenue. However, the site has been remediated. Therefore, the proposed community center would not create a significant hazard to the public or the environment. **No impact would occur.**

c) The project site is located approximately 1/4 mile from a school. However, as discussed above, there are no hazardous conditions that would pose a risk to students; therefore, impacts are **less than significant.**

e, f) The project site is not within two miles of a public or private airport (Los Angeles County Airport Land Use Commission, Los Angeles County Airport Land Use Plan, Revised December 1, 2004), and therefore would not result in a safety hazard for people on the project site. Therefore, **no impacts** related to airport safety would occur.

g) The proposed is a community center for recreational purposes and would be required to comply with all applicable County codes and regulations pertaining to emergency response and evacuation plans maintained by the police and fire department, as well as fire protection and security. In addition, based on a review of the site plan and ingress/egress at the site, it is not anticipated that the project would conflict with applicable emergency response and evacuation plans. Therefore, project impacts related to emergency response and access would be **less than significant.**

h) The project site is surrounded by a residential and recreational uses and open space. In addition, the project would not involve construction of residential uses. The project is not located in an area of wildland fire hazard (City of Whittier, 1993). Impacts would be **less than significant.**

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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IX. HYDROLOGY AND WATER QUALITY

– Would the Project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Violate any water quality standards or waste discharge requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
IX. <u>HYDROLOGY AND WATER QUALITY</u>				
– Would the Project:				
have been granted)?				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a, c-f) During construction of the project, the drainage pattern could be temporarily altered and erosion could occur. However, as discussed under Section VI, *Geology and Soils*, Item b, construction activity would be required to comply with County of Los Angeles requirements, which would reduce storm water runoff containing sediment, construction materials or other pollutants from the site. This requirement would reduce temporary erosion-related effects. In



addition, the project would be required to comply with the NPDES Multiple Separate Storm Sewer System (MS4) Permit issued by the Los Angeles Regional Water Quality Control Board, which would require implementation of Best Management Practices (BMPs). BMPs would be required to reduce polluted runoff from the project site by retaining, treating, or infiltrating polluted runoff onsite. Impacts would be **less than significant**.

b) Regional water demand is primarily a function of population growth. The project would not increase the area population and, in turn, the demand for potable water. (Please refer to Section XVI, *Utilities and Service Systems*, for further discussion of this impact.) The water demand associated with the proposed project would not be enough to substantially deplete groundwater supply, nor would it interfere with groundwater recharge. Impacts would be **less than significant**.

g-j) The project site is located in Zone X, which is an area outside of the 100-year flood zone (FEMA Panel No. 06037C1842F, 2008). The project would not involve any housing and would not involve construction of a structure that would impede flood flows. The site is not located within a potential inundation area for dam failure (City of Whittier, 1993). Therefore, there is no potential for inundation at the site as a result of an earthquake-induced dam failure. **No impact** would occur.

k) The project site is almost 20 miles from the Pacific Ocean and is not located within a seiche or landslide/mudslide hazard zone (California Department of Conservation, 1999). **No impact** would occur.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
X. <u>LAND USE AND PLANNING</u> --				
Would the proposal:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with an applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) The project site is located in a park. The proposed project would not create a physical barrier that would divide an established community. Therefore, no impact would occur.				



b) Part of the site is zoned Residential/ Agricultural (R-A-6000). Uses subject to a Conditional Use Permit in the R-A zone include the following: recreational facilities, neighborhood, not accessory to a principal use, including tennis, polo and swimming, where operated as a nonprofit corporation for the use of the surrounding residents (County of Los Angeles Municipal Code Section 22.20.440). Therefore, assuming that the Conditional Use Permit is obtained, the project would be in compliance with the R-A zoning designation. Also, part of the project site is zoned as Light Agricultural (A-1). Uses subject to a Conditional Use Permit in the A-1 zone include parks, playgrounds and bleachers, with all appurtenant facilities customarily found in conjunction therewith (County of Los Angeles Municipal Code Section 22.24.100). Therefore, assuming that the Conditional Use Permit is obtained, the project would be in compliance with the A-1 zoning designation. The project site has a general plan land use designation of Public and Semi-Public (P). The P designation allows for public and semi public facilities and community-serving uses. Therefore, the project would be consistent with the P land use designation.

The project site is located adjacent to single-family residence and an industrial site. The proposed community center would be compatible with the surrounding uses. The project would benefit surrounding land uses by creating recreational uses. **No impact** would occur.

c) The project site is not located within an area that is subject to an adopted habitat conservation plan or natural community plan. **No impact** would occur.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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XI. MINERAL RESOURCES --

Would the Project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) The San Gabriel Valley is a known area of aggregate availability (California Geological Survey, 2006). However, the project site is not currently being used for the mining of aggregate resources; therefore, the proposed project would have **no impact** related to the loss of availability of a known mineral resource.



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XII. NOISE – Would the Project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Noise level (or volume) is generally measured in decibels (dB) using the A-weighted sound pressure level (dBA). The A-weighting scale is an adjustment to the actual sound power levels to be consistent with that of human hearing response, which is most sensitive to frequencies around 4,000 Hertz (about the highest note on a piano) and less sensitive to low frequencies (below 100 Hertz). The California Department of Health, Office of Noise Control’s land use compatibility categories for community noise exposure are shown in Table 5. Under these guidelines, the maximum “normally acceptable” noise level for single family residential uses is 55-60 dBA Ldn or CNEL. Ldn is the time average of all A-weighted levels for a 24-hour period, with a 10 dB upward adjustment added to those noise levels occurring between 10:00 p.m. and 7:00 a.m. to account for the general increased sensitivity of people to nighttime noise levels. The Community Noise Equivalent Level (CNEL) is similar to the Ldn except that it adds 5 additional dB to evening noise levels (7:00 p.m. to 10:00 p.m.). A “normally acceptable” noise level means that the specified land use would be satisfactory based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.



**Table 5
 Land Use Compatibility for Noise Environments**

Land Use Category	Community Noise Exposure Level			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Low Density, Single-Family, Duplex, Mobile Homes	50-60	55-70	70-75	75+
Residential – Multiple Family	50-65	60-70	70-75	75+
Transient Lodging – Motel, Hotels	50-65	60-70	70-80	80+
Schools, Libraries Churches, Hospitals, Nursing Homes	50-65	60-70	70-80	80+
Auditoriums, Concert Halls, Amphitheaters	NA	50-70	65+	NA
Sports Arenas, Outdoor Spectator Sports	NA	50-75	70+	NA
Playgrounds, Neighborhood Parks	50-70	NA	67-75	73+
Golf Courses, Riding Stable, Water Recreation, Cemeteries	50-75	NA	70-80	80+
Office Buildings, Business Commercial and Professional	50-70	67 -77	75+	NA
Industrial, Manufacturing, Utilities, Agriculture	50-75	70-80	80+	NA

Source: Office of Noise Control, California Department of Health; City of Santa Paula Noise Element.

Notes: NA - Not Applicable

Normally Acceptable – Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements

Conditionally Acceptable – New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.

Normally Unacceptable – New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

Clearly Unacceptable – New construction or development should generally not be undertaken.

a, c, d) The project site is surrounded by residential and industrial uses. The main source of noise generated by operation of the project would be traffic. A noise measurement taken at the project site on February 1, 2011 indicated an existing noise level of 53 dBA Leq (Leq is the average noise level over the measurement period). This noise level is considered acceptable according to California Department of Health site acceptability standards. The project would not generate noise exceeding the existing ambient noise level. Therefore, noise related to the community center use would not adversely affect nearby sensitive receptors.

Project construction would generate temporary noise level increases. The County of Los Angeles noise ordinance would apply to construction of the project. The noise ordinance prohibits construction between 7:00 PM. and 7:00 AM during weekdays and prohibits construction on Sundays and holidays. Assuming compliance with these timing restrictions, impacts related to operational and construction noise would be **less than significant**.



b) With respect to ground vibration, the proposed project would involve construction activities such as site preparation, grading, building, and paving the parking lot. Each of these is anticipated to result in some vibration that affect nearby residential sensitive receptors.

The vibration velocity level threshold of perception for humans is approximately 65 VdB (Federal Railroad Administration, 1998). A vibration velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for many people (Federal Railroad Administration, 1998). Most perceptible indoor vibration is caused by sources within buildings, such as operation of mechanical equipment, movement of people, or the slamming of doors. Typical outdoor sources of perceptible groundborne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. The range of interest is from approximately 50 VdB, which is the typical background vibration velocity level, to 100 VdB, which is the general threshold where minor damage can occur in fragile buildings. The Federal Transit Administration (FTA) thresholds are 80 VdB at residences and buildings where people normally sleep (e.g., nearby residences and daycare facility) and 83 VdB at institutional buildings (e.g., schools and churches). These thresholds apply to conditions where there are an infrequent number of events per day¹.

Table 6 identifies various vibration velocity levels for the types of construction equipment that would operate at the project site during construction.

Based on the information presented in Table 6, vibration levels could temporarily and intermittently reach up to approximately 87 Vdb at the residence north and west of the project site. Therefore, vibration levels could exceed the groundborne velocity threshold level of 80 vibration decibels (VdB) established by the Federal Railway Administration for residences where people normally sleep. However, as discussed above, construction activities would be prohibited between 7:00 PM. and 7:00 AM during weekdays and on Sundays and holidays. Therefore, construction would not occur during recognized sleep hours for residences. The vibration levels would not be anticipated to exceed 100 Vdb, which is the threshold where minor damage can occur in fragile buildings. As such, vibration effects would be **less than significant**.

Table 6
Vibration Source Levels for Construction Equipment

Equipment	Approximate VdB				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	87	81	79	77	75
Loaded Trucks	86	80	78	76	74
Jackhammer	79	73	71	69	67
Small Bulldozer	58	52	50	48	46

Source: Federal Railroad Administration, 1998

¹ "Infrequent events" is defined by the Federal Railroad Administration as being fewer than 70 vibration events per day.



e, f) The project site is not within two miles of a public or private airport (Los Angeles County Airport Land Use Commission, Los Angeles County Airport Land Use Plan, Revised December 1, 2004); therefore, the project would not expose site visitors to airport noise and **no impact** would occur.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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XIII. POPULATION AND HOUSING —

Would the Project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) The proposed project would not directly induce population growth because no residential units are proposed. The proposed project involves the construction of a community center. The proposed project would serve the existing community and would not result in a population increase because the project would not involve residential uses. The project may indirectly induce population growth by creating new jobs during construction; however, these jobs would be temporary and would be expected to draw from the local work force. Therefore, the project's potential to induce substantial population growth, either directly or indirectly, would be **less than significant**.

b, c) The area to be developed under the proposed project is located on previously disturbed land with no residential uses, and the project would not result in the displacement of housing or people. **No impact** would occur.



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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XIV. PUBLIC SERVICES

a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a.i) The Los Angeles County Fire Department would provide fire protection, paramedic and emergency medical technician services to the project site. The closest fire station is located at 10630 Mills Avenue, approximately 1 mile northwest of the project site. The proposed project would incrementally increase the demand for fire protection services. However, it is within the current service area of the County Fire Department. Assuming compliance with Fire Department requirements, the project would not be anticipated to affect fire protection services, including response times, or create the need to construct new or expanded facilities. Impacts would be **less than significant**.

a, ii) The Los Angeles County Sheriff’s Department provides police protection services in the project site vicinity. The closest Sheriff’s Station is located 12335 Civic Center Dr., Norwalk CA 90650, approximately 3 miles southwest of the project site. There is also a Sheriff Substation staffed by volunteers located at 13535 Telegraph Road, approximately 1 mile northwest of the project site. The proposed project may incrementally increase demand for police protection services. However, the site is within the existing service area of the Sheriff’s Department and would not increase the number of residents in the area or create the need for new or expanded facilities. Therefore, the proposed project would have a **less than significant** impact with respect to police protection services.

a.iii, iv, v) The proposed project does not include residential development that would directly result in population increases or increased demand for schools or other facilities. As explained in Section XIII, *Population and Housing*, the project in itself would not induce any additional



population growth. For these reasons, **no impact** related to schools, parks or other facilities would occur.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XV. RECREATION --				
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a, b) The proposed project would involve construction of an 18,000 sf community center which would include an exercise and activity room. The community center would increase recreational opportunities for residents in the vicinity of the site. **No impact** would occur.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XVI. TRANSPORTATION / TRAFFIC --				
Would the Project:				
a) Conflict with an applicable plan, ordinance or policy establishing a measure of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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XVI. TRANSPORTATION / TRAFFIC --

Would the Project:

congestion management agency for designated roads or highways?

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bikeways, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a, b) Traffic trip generation would be incrementally higher for the community center as compared to the operation of the existing park site. A trip generation analysis was conducted based on the rates found in ITE Trip Generation, 8th Edition. The proposed project's land use (recreation center #495) is estimated to generate approximately 412 average daily trips (ADT), including approximately 29 and 26 trips during the AM and PM peak hours respectively (ITE, 2012). This would incrementally increase traffic on roadways in the immediate project vicinity, but is less than the 500 daily trip threshold at which the County of Los Angeles normally requires a traffic study. The incremental increase in vehicle trips to the site would not result in a significant impact on the local circulation system. These impacts would be **less than significant**.

c) As discussed in Section VIII, *Hazards and Hazardous Materials*, given that the project site is not located within two miles of the nearest airport the project would not present any impediments to air traffic, and would therefore not affect air traffic patterns. Therefore, **no impact** would occur.

d, e) The project site is currently accessible via Valley View Avenue, which would remain the access route to the project site after implementation of the project. None of the access roads feature hazardous designs such as sharp curves or dangerous intersections. The proposed development would abide by all applicable County codes and regulations pertaining to emergency and evacuation plans maintained by the police and fire department in the County of Los Angeles. The project is located on Valley View Avenue, which is currently available for emergency access and would be available for access after completion of the project. The site



ingress/egress would be located off Valley View Avenue and would provide access to the buildings proposed onsite. Additionally, the project would not block any existing streets or emergency response routes. Therefore, the project would not create significant traffic safety hazards or adversely affect emergency access, and these impacts would be **less than significant**.

f) The proposed project would not result in changes to the public transportation system that would conflict with adopted policies plans or programs. Additionally, as described in Section XIII, *Population and Housing*, no significant population increase would result from the project that would increase the burden on public transportation. Therefore, the project would have **no impact** in this regard.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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XVII. UTILITIES AND SERVICE SYSTEMS --

Would the Project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



a, b, e) The proposed community center would be expected to generate an increase of approximately 1,800 gallons per day more wastewater than existing onsite facilities (Sanitation Districts of Los Angeles County, 2003). Nearby Los Angeles County Sanitation Districts Wastewater Treatment Facilities can accommodate between 25 and 300 million gallons per day (Sanitation Districts of Los Angeles County, 2012). Therefore, the project's contribution of less than 0.01% of the daily capacity would result in **no impact**.

c) The project site is currently mostly pervious surfaces. The proposed project would involve the construction of an 20,636 sf community center, thereby incrementally increasing stormwater generation over current conditions. However, any needed improvements or additions to the storm drain system would be made in conjunction with site development to accommodate runoff from the site. Also, the project would comply with local, state, and federal requirements pertaining to control of stormwater runoff, including National Pollution Discharge Elimination System (NPDES) permits during construction and operation of the project. Further, the proposed project would be required to adhere to the County of Los Angeles Ordinance number 2008-0063 Low Impact Development (LID) Standards. LID encourages site sustainability and smart growth in a manner that respects and preserves the characteristics of the County's watersheds, drainage paths, water supplies, and natural resources. No impact would occur. Therefore, the project would not substantially increase the amount of stormwater draining to local stormwater drainage facilities, and would therefore have **no impact** on such facilities.

d) Water would be required during the construction phase and for landscape maintenance. As required per County of Los Angeles Ordinance number 2008-0065 Green Building, the project would be constructed to LEED Silver standards, which would result in a more water efficient building as compared to the existing buildings. Nevertheless, because of ongoing concerns about water supply in the Southern California region, Mitigation Measure 3 shall be incorporated into the design of the project.

With implementation of Mitigation Measure 3, impacts would be **less than significant**.

3. Water Supply. Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:

- To the degree feasible, landscaped areas shall be designed with drought-tolerant species. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
- Restrooms shall be fitted with water conserving fixtures, including low flow faucets and toilets.

f, g) The proposed project may incrementally increase onsite solid waste generation as compared to existing conditions. However, this incremental increase would not significantly affect area landfills as the park would implement existing recycling programs. In addition, the project would be required to comply with federal, state, and local statutes and regulations related to solid waste. Impacts would be **less than significant**.



	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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XVIII. MANDATORY FINDINGS OF SIGNIFICANCE —

- | | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|--------------------------|
| a) Does the Project have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Does the Project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

a) As discussed under Section IV, *Biological Resources*, the project’s impacts on sensitive species or habitat would be **less than significant**. As discussed under Item V, *Cultural Resources*, impacts regarding subsurface cultural resources or remains would be **less than significant with implementation of mitigation measures 1 and 2**. Potential impacts to important examples of the major periods of California history or prehistory would be **less than significant**.

b) The project would have less than significant impacts regarding transportation/circulation. Additionally, the project is consistent with the County’s General Plan and Zoning Code. Cumulative impacts related to these issues are accounted for in these documents. The project’s contribution to cumulative impacts associated would be **less than significant**.

c) All potential environmental impacts of the project have been determined in this Initial Study to have no impact, a less than significant impact, or a less than significant with mitigation and would therefore also not cause substantial adverse effects on human beings, either directly or indirectly. Therefore, the project would have **less than significant** impacts with regard to direct or indirect substantial adverse effects on human beings.



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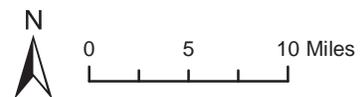
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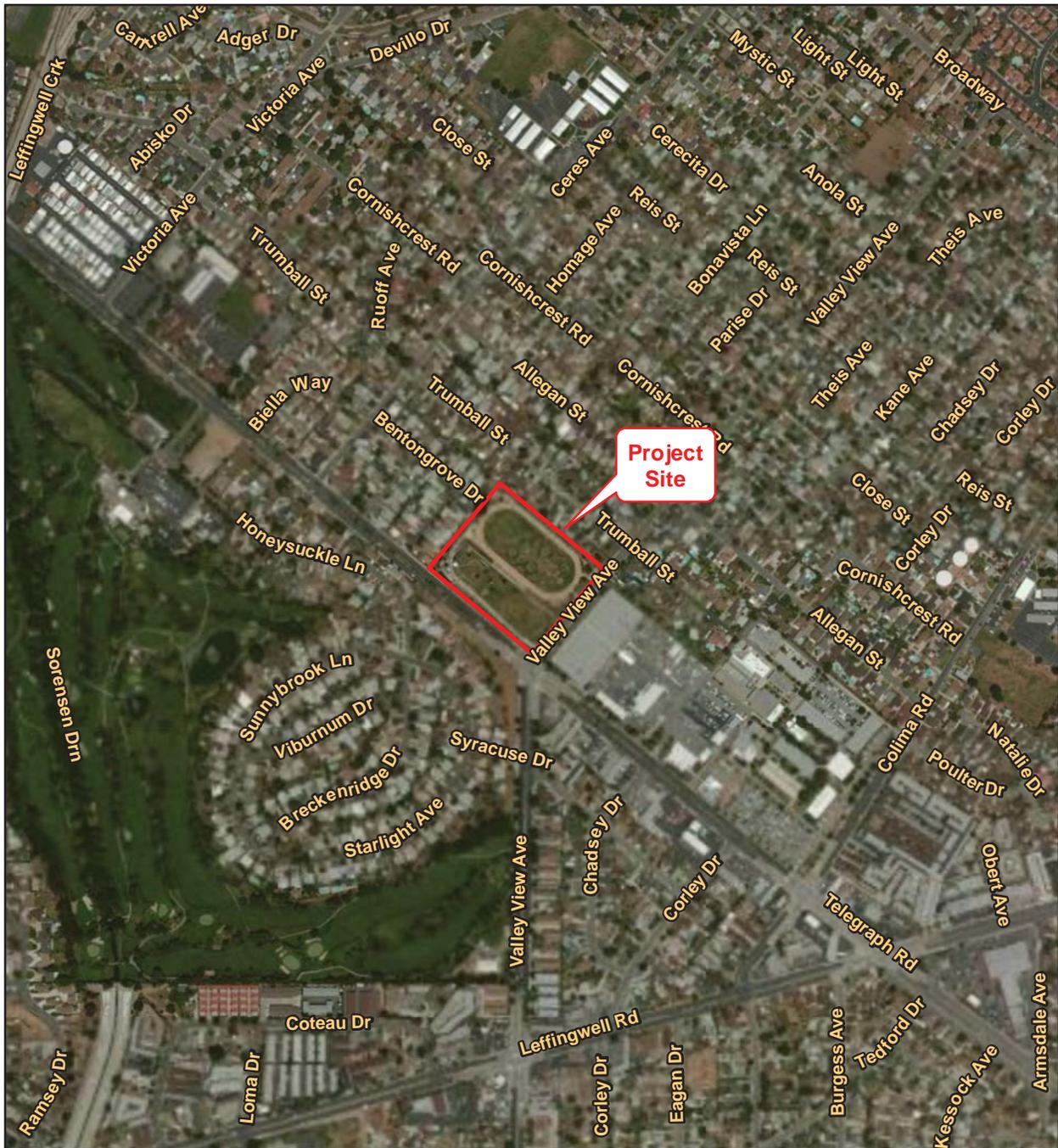
★ Project Location



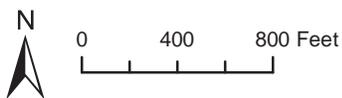
Regional Location

Figure 1
LACDC





Bing Maps Aerial: (c) 2010 Microsoft Corporation and its data suppliers.



Site Location

Figure 2
LACDC





Photo 1 - View of southern portion of the project site, looking west from Valley View Avenue.



Photo 2 - View of northern portion of the project site.





Photo 1 - View of industrial use southeast of the project site.



Photo 2 - View of residences northwest of the project site.

Surrounding Development



Whittier Com Cen
Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric
Racquet Club	18	1000sqft
Parking Lot	120	Space

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Utility Company	Southern California Edison
Climate Zone	9	Precipitation Freq (Days)	33		

1.3 User Entered Comments

- Project Characteristics -
- Land Use - 8.25 acre lot per site plans
- Construction Phase - Estimated from site plans.
- Construction Off-road Equipment Mitigation -
- Waste Mitigation -

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

Year	lb/day															
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
2013	66.97	80.11	46.75	0.08	18.34	3.94	22.29	9.94	3.94	13.88	0.00	8,228.96	0.00	0.90	0.00	8,247.94
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Mitigated Construction

Year	lb/day															
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
2013	66.97	80.11	46.75	0.08	7.32	3.94	11.27	3.88	3.94	7.83	0.00	8,228.96	0.00	0.90	0.00	8,247.94
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

2.2 Overall Operational

Unmitigated Operational

Category	lb/day															
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Area	1.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Energy	0.01	0.09	0.08	0.00	0.00	0.00	0.01	0.00	0.00	0.01	109.13	109.13	0.00	0.00	0.00	109.80
Mobile	3.02	7.19	29.10	0.05	5.15	0.32	5.47	0.18	0.32	0.50	4,970.43	4,970.43	0.23	0.23	0.00	4,975.32
Total	4.76	7.28	29.18	0.05	5.15	0.32	5.48	0.18	0.32	0.51	5,079.56	5,079.56	0.23	0.23	0.00	5,085.12

Mitigated Operational

Category	lb/day															
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Area	1.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Energy	0.01	0.09	0.08	0.00	0.00	0.00	0.01	0.00	0.00	0.01	109.13	109.13	0.00	0.00	0.00	109.80
Mobile	3.02	7.19	29.10	0.05	5.15	0.32	5.47	0.18	0.32	0.50	4,970.43	4,970.43	0.23	0.23	0.00	4,975.32
Total	4.76	7.28	29.18	0.05	5.15	0.32	5.48	0.18	0.32	0.51	5,079.56	5,079.56	0.23	0.23	0.00	5,085.12

3.0 Construction Detail

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Demolition - 2013

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	8.86	70.71	42.55	0.07	3.50	3.50	3.50	3.50	3.50	3.50		7,510.81		0.80		7,527.57
Total	8.86	70.71	42.55	0.07	3.50	3.50	3.50	3.50	3.50	3.50		7,510.81		0.80		7,527.57

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97
Total	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97

3.2 Demolition - 2013

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	8.86	70.71	42.55	0.07		3.50	3.50		3.50	3.50	0.00	7,510.81		0.80		7,527.57
Total	8.86	70.71	42.55	0.07		3.50	3.50		3.50	3.50	0.00	7,510.81		0.80		7,527.57

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97
Total	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97

3.3 Site Preparation - 2013

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Fugitive Dust					18.07	0.00	18.07	9.93	0.00	9.93						0.00
Off-Road	9.90	79.99	45.35	0.07		3.93	3.93		3.93	3.93		7,997.69		0.89		8,016.38
Total	9.90	79.99	45.35	0.07	18.07	3.93	22.00	9.93	3.93	13.86		7,997.69		0.89		8,016.38

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.12	0.12	1.40	0.00	0.28	0.01	0.29	0.01	0.01	0.02		231.27		0.01		231.56
Total	0.12	0.12	1.40	0.00	0.28	0.01	0.29	0.01	0.01	0.02		231.27		0.01		231.56

3.3 Site Preparation - 2013

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Fugitive Dust					7.05	0.00	7.05	3.87	0.00	3.87						0.00
Off-Road	9.90	79.99	45.35	0.07		3.93	3.93		3.93	3.93	0.00	7,997.69		0.89		8,016.38
Total	9.90	79.99	45.35	0.07	7.05	3.93	10.98	3.87	3.93	7.80	0.00	7,997.69		0.89		8,016.38

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.12	0.12	1.40	0.00	0.28	0.01	0.29	0.01	0.01	0.02		231.27		0.01		231.56
Total	0.12	0.12	1.40	0.00	0.28	0.01	0.29	0.01	0.01	0.02		231.27		0.01		231.56

3.4 Grading - 2013

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Fugitive Dust					6.33	0.00	6.33	3.31	0.00	3.31						0.00
Off-Road	6.36	48.81	31.00	0.05		2.73	2.73		2.73	2.73		5,240.06		0.57		5,252.04
Total	6.36	48.81	31.00	0.05	6.33	2.73	9.06	3.31	2.73	6.04		5,240.06		0.57		5,252.04

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97
Total	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97

3.4 Grading - 2013

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Fugitive Dust					2.47	0.00	2.47	1.29	0.00	1.29						0.00
Off-Road	6.36	48.81	31.00	0.05		2.73	2.73		2.73	2.73	0.00	5,240.06		0.57		5,252.04
Total	6.36	48.81	31.00	0.05	2.47	2.73	5.20	1.29	2.73	4.02	0.00	5,240.06		0.57		5,252.04

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97
Total	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97

3.5 Building Construction - 2013

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	5.17	34.66	23.45	0.04		2.28	2.28		2.28	2.28		4,040.62		0.46		4,050.31
Total	5.17	34.66	23.45	0.04		2.28	2.28		2.28	2.28		4,040.62		0.46		4,050.31

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.18	1.86	1.21	0.00	0.10	0.07	0.17	0.01	0.07	0.08		304.43		0.01		304.61
Worker	0.19	0.18	2.18	0.00	0.43	0.01	0.44	0.02	0.01	0.03		359.76		0.02		360.21
Total	0.37	2.04	3.39	0.00	0.53	0.08	0.61	0.03	0.08	0.11		664.19		0.03		664.82

3.5 Building Construction - 2013

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	5.17	34.66	23.45	0.04		2.28	2.28		2.28	2.28	0.00	4,040.62		0.46		4,050.31
Total	5.17	34.66	23.45	0.04		2.28	2.28		2.28	2.28	0.00	4,040.62		0.46		4,050.31

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.18	1.86	1.21	0.00	0.10	0.07	0.17	0.01	0.07	0.08		304.43		0.01		304.61
Worker	0.19	0.18	2.18	0.00	0.43	0.01	0.44	0.02	0.01	0.03		359.76		0.02		360.21
Total	0.37	2.04	3.39	0.00	0.53	0.08	0.61	0.03	0.08	0.11		664.19		0.03		664.82

3.6 Paving - 2013

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	5.53	33.81	20.89	0.03		2.93	2.93		2.93	2.93		2,917.64		0.50		2,928.05
Paving	0.13					0.00	0.00		0.00	0.00						0.00
Total	5.66	33.81	20.89	0.03		2.93	2.93		2.93	2.93		2,917.64		0.50		2,928.05

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97
Total	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97

3.6 Paving - 2013

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	5.53	33.81	20.89	0.03		2.93	2.93		2.93	2.93	0.00	2,917.64		0.50		2,928.05
Paving	0.13					0.00	0.00		0.00	0.00						0.00
Total	5.66	33.81	20.89	0.03		2.93	2.93		2.93	2.93	0.00	2,917.64		0.50		2,928.05

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97
Total	0.10	0.10	1.17	0.00	0.23	0.01	0.24	0.01	0.01	0.02		192.73		0.01		192.97

3.7 Architectural Coating - 2013

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Archit. Coating	66.44					0.00	0.00		0.00	0.00						0.00
Off-Road	0.49	2.96	1.94	0.00		0.27	0.27		0.27	0.27		281.19		0.04		282.10
Total	66.93	2.96	1.94	0.00		0.27	0.27		0.27	0.27		281.19		0.04		282.10

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.04	0.04	0.47	0.00	0.09	0.00	0.10	0.00	0.00	0.01		77.09		0.00		77.19
Total	0.04	0.04	0.47	0.00	0.09	0.00	0.10	0.00	0.00	0.01		77.09		0.00		77.19

3.7 Architectural Coating - 2013

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Archit. Coating	66.44					0.00	0.00		0.00	0.00						0.00
Off-Road	0.49	2.96	1.94	0.00		0.27	0.27		0.27	0.27	0.00	281.19		0.04		282.10
Total	66.93	2.96	1.94	0.00		0.27	0.27		0.27	0.27	0.00	281.19		0.04		282.10

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00
Worker	0.04	0.04	0.47	0.00	0.09	0.00	0.10	0.00	0.00	0.01		77.09		0.00		77.19
Total	0.04	0.04	0.47	0.00	0.09	0.00	0.10	0.00	0.00	0.01		77.09		0.00		77.19

4.0 Mobile Detail

4.1 Mitigation Measures Mobile

Category	ROG	NOx	CO	SO2	lb/day					lb/day					N2O	CO2e
					Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4		
Mitigated	3.02	7.19	29.10	0.05	5.15	0.32	5.47	0.18	0.32	0.50	4,970.43	0.23	4,975.32	NA	NA	
Unmitigated	3.02	7.19	29.10	0.05	5.15	0.32	5.47	0.18	0.32	0.50	4,970.43	0.23	4,975.32	NA	NA	
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
Parking Lot	0.00	0.00	0.00	1,433,788	1,433,788
Racquet Club	592.74	375.66	481.14	1,433,788	1,433,788
Total	592.74	375.66	481.14	1,433,788	1,433,788

4.3 Trip Type Information

Land Use	Miles					Trip %
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	
Parking Lot	8.90	13.30	7.40	0.00	0.00	0.00
Racquet Club	8.90	13.30	7.40	11.50	69.50	19.00

5.0 Energy Detail

5.1 Mitigation Measures Energy

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
NaturalGas Mitigated	0.01	0.09	0.08	0.00	0.00	0.00	0.01	0.00	0.00	0.01		109.13		0.00	0.00	109.80
NaturalGas Unmitigated	0.01	0.09	0.08	0.00	0.00	0.00	0.01	0.00	0.00	0.01		109.13		0.00	0.00	109.80
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

5.2 Energy by Land Use - NaturalGas

Unmitigated

Land Use	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																	
kBTU																	
Parking Lot	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00	0.00	0.00
Racquet Club	927.616	0.01	0.09	0.08	0.00	0.00	0.01	0.01	0.00	0.00	0.01		109.13		0.00	0.00	109.80
Total		0.01	0.09	0.08	0.00	0.00	0.01	0.01	0.00	0.00	0.01	0.00	109.13	0.00	0.00	0.00	109.80

5.2 Energy by Land Use - NaturalGas

Mitigated

Land Use	NaturalGas Use kBtu	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																	
Parking Lot	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Racquet Club	0.927616	0.01	0.09	0.08	0.00	0.00	0.00	0.01	0.00	0.00	0.01	0.00	109.13	0.00	0.00	0.00	109.80
Total		0.01	0.09	0.08	0.00	0.00	0.00	0.01	0.00	0.00	0.01	0.00	109.13	0.00	0.00	0.00	109.80

6.0 Area Detail

6.1 Mitigation Measures Area

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Mitigated	1.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unmitigated	1.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

6.2 Area by SubCategory

Unmitigated

SubCategory	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Architectural Coating	0.42					0.00	0.00		0.00	0.00						0.00
Consumer Products	1.31					0.00	0.00		0.00	0.00						0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Total	1.73	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00

Mitigated

SubCategory	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Architectural Coating	0.42					0.00	0.00		0.00	0.00						0.00
Consumer Products	1.31					0.00	0.00		0.00	0.00						0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Total	1.73	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Vegetation

Whittier Com Cen
Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric
Racquet Club	18	1000sqft
Parking Lot	120	Space

1.2 Other Project Characteristics

Urbanization Urban Wind Speed (m/s) 2.2 Utility Company Southern California Edison
 Climate Zone 9 Precipitation Freq (Days) 33

1.3 User Entered Comments

Project Characteristics -
 Land Use - 8.25 acre lot per site plans
 Construction Phase - Estimated from site plans.
 Construction Off-road Equipment Mitigation -
 Waste Mitigation -

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

Year	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
2013	1.38	4.31	2.93	0.01	0.23	0.26	0.50	0.11	0.26	0.37	0.00	454.10	454.10	0.05	0.00	455.15
Total	1.38	4.31	2.93	0.01	0.23	0.26	0.50	0.11	0.26	0.37	0.00	454.10	454.10	0.05	0.00	455.15

Mitigated Construction

Year	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
2013	1.38	4.31	2.93	0.01	0.11	0.26	0.38	0.04	0.26	0.31	0.00	454.10	454.10	0.05	0.00	455.15
Total	1.38	4.31	2.93	0.01	0.11	0.26	0.38	0.04	0.26	0.31	0.00	454.10	454.10	0.05	0.00	455.15

2.2 Overall Operational

Unmitigated Operational

Category	ROG	NOx	CO	SO2	tons/yr					MT/yr							
					Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Area	0.31	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Energy	0.00	0.02	0.01	0.00		0.00	0.00	0.00	0.00	0.00	0.00	81.16	81.16	0.00	0.00	0.00	81.66
Mobile	0.50	1.22	4.90	0.01	0.77	0.05	0.83	0.03	0.05	0.08	0.00	723.62	723.62	0.03	0.00	0.00	724.22
Waste						0.00	0.00		0.00	0.00	0.00	20.83	20.83	1.23	0.00	0.00	46.67
Water						0.00	0.00		0.00	0.00	0.00	6.15	6.15	0.03	0.00	0.00	7.12
Total	0.81	1.24	4.91	0.01	0.77	0.05	0.83	0.03	0.05	0.08	20.83	810.93	831.76	1.29	0.00	0.00	859.67

2.2 Overall Operational

Mitigated Operational

Category	tons/yr											MT/yr				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Area	0.31	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Energy	0.00	0.02	0.01	0.00		0.00	0.00		0.00	0.00	0.00	81.16	81.16	0.00	0.00	81.66
Mobile	0.50	1.22	4.90	0.01	0.77	0.05	0.83	0.03	0.05	0.08	0.00	723.62	723.62	0.03	0.00	724.22
Waste						0.00	0.00		0.00	0.00	20.83	0.00	20.83	1.23	0.00	46.67
Water						0.00	0.00		0.00	0.00	0.00	6.15	6.15	0.03	0.00	7.12
Total	0.81	1.24	4.91	0.01	0.77	0.05	0.83	0.03	0.05	0.08	20.83	810.93	831.76	1.29	0.00	859.67

3.0 Construction Detail

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Demolition - 2013

Unmitigated Construction On-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road	0.08	0.67	0.40	0.00		0.03	0.03		0.03	0.03	0.00	64.71	64.71	0.01	0.00	64.86
Total	0.08	0.67	0.40	0.00		0.03	0.03		0.03	0.03	0.00	64.71	64.71	0.01	0.00	64.86

Unmitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.58	1.58	0.00	0.00	1.58
Total	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.58	1.58	0.00	0.00	1.58

3.2 Demolition - 2013

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr															
Off-Road	0.08	0.67	0.40	0.00		0.03	0.03		0.03	0.03	0.00	64.71	64.71	0.01	0.00	64.86
Total	0.08	0.67	0.40	0.00		0.03	0.03		0.03	0.03	0.00	64.71	64.71	0.01	0.00	64.86

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr															
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.58	1.58	0.00	0.00	1.58
Total	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.58	1.58	0.00	0.00	1.58

3.3 Site Preparation - 2013

Unmitigated Construction On-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Fugitive Dust					0.09	0.00	0.09	0.05	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00
Off-Road	0.05	0.40	0.23	0.00		0.02	0.02		0.02	0.02	0.00	36.27	0.00	0.00	0.00	36.35
Total	0.05	0.40	0.23	0.00	0.09	0.02	0.11	0.05	0.02	0.07	0.00	36.27	0.00	0.00	0.00	36.35

Unmitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.99	0.00	0.00	0.00	1.00
Total	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.99	0.00	0.00	0.00	1.00

3.3 Site Preparation - 2013

Mitigated Construction On-Site

Category	tons/yr										MT/yr						
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Fugitive Dust					0.04	0.00	0.04	0.02	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Off-Road	0.05	0.40	0.23	0.00		0.02	0.02		0.02	0.02	0.00	36.27	36.27	0.00	0.00	0.00	36.35
Total	0.05	0.40	0.23	0.00	0.04	0.02	0.06	0.02	0.02	0.04	0.00	36.27	36.27	0.00	0.00	0.00	36.35

Mitigated Construction Off-Site

Category	tons/yr										MT/yr						
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.99	0.99	0.00	0.00	0.00	1.00
Total	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.99	0.99	0.00	0.00	0.00	1.00

3.4 Grading - 2013

Unmitigated Construction On-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Fugitive Dust					0.11	0.00	0.11	0.06	0.00	0.06	0.00	0.00	0.00	0.00	0.00	0.00
Off-Road	0.11	0.83	0.53	0.00		0.05	0.05	0.05	0.05	0.05	0.00	80.79	80.79	0.01	0.00	80.98
Total	0.11	0.83	0.53	0.00	0.11	0.05	0.16	0.06	0.05	0.11	0.00	80.79	80.79	0.01	0.00	80.98

Unmitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.82	2.82	0.00	0.00	2.82
Total	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.82	2.82	0.00	0.00	2.82

3.4 Grading - 2013

Mitigated Construction On-Site

Category	tons/yr										MT/yr						
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Fugitive Dust					0.04	0.00	0.04	0.02	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Off-Road	0.11	0.83	0.53	0.00		0.05	0.05		0.05	0.05	0.00	80.79	80.79	0.01	0.00	80.98	
Total	0.11	0.83	0.53	0.00	0.04	0.05	0.09	0.02	0.05	0.07	0.00	80.79	80.79	0.01	0.00	80.98	

Mitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.82	2.82	0.00	0.00	2.82
Total	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.82	2.82	0.00	0.00	2.82

3.5 Building Construction - 2013

Unmitigated Construction On-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road	0.28	1.91	1.29	0.00		0.13	0.13		0.13	0.13	0.00	201.55	201.55	0.02	0.00	202.04
Total	0.28	1.91	1.29	0.00		0.13	0.13		0.13	0.13	0.00	201.55	201.55	0.02	0.00	202.04

Unmitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.01	0.10	0.07	0.00	0.01	0.00	0.01	0.00	0.00	0.00	0.00	15.14	15.14	0.00	0.00	15.15
Worker	0.01	0.01	0.12	0.00	0.02	0.00	0.02	0.00	0.00	0.00	0.00	17.02	17.02	0.00	0.00	17.04
Total	0.02	0.11	0.19	0.00	0.03	0.00	0.03	0.00	0.00	0.00	0.00	32.16	32.16	0.00	0.00	32.19

3.5 Building Construction - 2013

Mitigated Construction On-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road	0.28	1.91	1.29	0.00		0.13	0.13		0.13	0.13	0.00	201.55	201.55	0.02	0.00	202.04
Total	0.28	1.91	1.29	0.00		0.13	0.13		0.13	0.13	0.00	201.55	201.55	0.02	0.00	202.04

Mitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.01	0.10	0.07	0.00	0.01	0.00	0.01	0.00	0.00	0.00	0.00	15.14	15.14	0.00	0.00	15.15
Worker	0.01	0.01	0.12	0.00	0.02	0.00	0.02	0.00	0.00	0.00	0.00	17.02	17.02	0.00	0.00	17.04
Total	0.02	0.11	0.19	0.00	0.03	0.00	0.03	0.00	0.00	0.00	0.00	32.16	32.16	0.00	0.00	32.19

3.6 Paving - 2013

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	tons/yr					MT/yr							
					Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Off-Road	0.06	0.35	0.22	0.00		0.03	0.03		0.03		0.03	0.00	27.78	0.00	0.00	0.00	27.88
Paving	0.00					0.00	0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.06	0.35	0.22	0.00		0.03	0.03		0.03		0.03	0.00	27.78	0.00	0.00	0.00	27.88

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	tons/yr					MT/yr							
					Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Hauling	0.00	0.00	0.00	0.00		0.00	0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00		0.00	0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.01	0.00		0.00	0.00		0.00		0.00	0.00	1.74	0.00	0.00	0.00	1.74
Total	0.00	0.00	0.01	0.00		0.00	0.00		0.00		0.00	0.00	1.74	0.00	0.00	0.00	1.74

3.6 Paving - 2013

Mitigated Construction On-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Off-Road	0.06	0.35	0.22	0.00		0.03	0.03		0.03	0.03	0.00	27.78	27.78	0.00	0.00	27.88
Paving	0.00					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.06	0.35	0.22	0.00		0.03	0.03		0.03	0.03	0.00	27.78	27.78	0.00	0.00	27.88

Mitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.74	1.74	0.00	0.00	1.74
Total	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.74	1.74	0.00	0.00	1.74

3.7 Architectural Coating - 2013

Unmitigated Construction On-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Archit. Coating	0.76					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Off-Road	0.01	0.03	0.02	0.00		0.00	0.00		0.00	0.00	0.00	2.93	2.93	0.00	0.00	2.94
Total	0.77	0.03	0.02	0.00		0.00	0.00		0.00	0.00	0.00	2.93	2.93	0.00	0.00	2.94

Unmitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.76	0.76	0.00	0.00	0.76
Total	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.76	0.76	0.00	0.00	0.76

3.7 Architectural Coating - 2013

Mitigated Construction On-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Archit. Coating	0.76					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Off-Road	0.01	0.03	0.02	0.00		0.00	0.00		0.00	0.00	0.00	2.93	2.93	0.00	0.00	2.94
Total	0.77	0.03	0.02	0.00		0.00	0.00		0.00	0.00	0.00	2.93	2.93	0.00	0.00	2.94

Mitigated Construction Off-Site

Category	tons/yr										MT/yr					
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Worker	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.76	0.76	0.00	0.00	0.76
Total	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.76	0.76	0.00	0.00	0.76

4.0 Mobile Detail

4.1 Mitigation Measures Mobile

Category	tons/yr											MT/yr				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Mitigated	0.50	1.22	4.90	0.01	0.77	0.05	0.83	0.03	0.05	0.08	0.00	723.62	0.03	0.00	0.00	724.22
Unmitigated	0.50	1.22	4.90	0.01	0.77	0.05	0.83	0.03	0.05	0.08	0.00	723.62	0.03	0.00	0.00	724.22
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
Parking Lot	0.00	0.00	0.00		
Racquet Club	592.74	375.66	481.14	1,433,788	1,433,788
Total	592.74	375.66	481.14	1,433,788	1,433,788

4.3 Trip Type Information

Land Use	Miles				Trip %
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	
Parking Lot	8.90	13.30	7.40	0.00	0.00
Racquet Club	8.90	13.30	7.40	11.50	19.00

5.0 Energy Detail

5.1 Mitigation Measures Energy

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
	tons/yr										MT/yr						
Electricity Mitigated						0.00	0.00		0.00	0.00	0.00	63.09	63.09	0.00	0.00	0.00	63.49
Electricity Unmitigated						0.00	0.00		0.00	0.00	0.00	63.09	63.09	0.00	0.00	0.00	63.49
NaturalGas Mitigated	0.00	0.02	0.01	0.00		0.00	0.00		0.00	0.00	0.00	18.07	18.07	0.00	0.00	0.00	18.18
NaturalGas Unmitigated	0.00	0.02	0.01	0.00		0.00	0.00		0.00	0.00	0.00	18.07	18.07	0.00	0.00	0.00	18.18
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

5.2 Energy by Land Use - NaturalGas

Unmitigated

Land Use	NaturalGas Use kBtu	ROG	NOx	CO	SO2	tons/yr			MT/yr											
						Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e			
Parking Lot	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Racquet Club	338580	0.00	0.02	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.07	18.07	0.00	0.00	18.07	0.00	0.00	18.18
Total		0.00	0.02	0.01	0.00			0.00		0.00		0.00	18.07	18.07	0.00	0.00	18.07	0.00	0.00	18.18

Mitigated

Land Use	NaturalGas Use kBtu	ROG	NOx	CO	SO2	tons/yr			MT/yr											
						Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e			
Parking Lot	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Racquet Club	338580	0.00	0.02	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.07	18.07	0.00	0.00	18.07	0.00	0.00	18.18
Total		0.00	0.02	0.01	0.00			0.00		0.00		0.00	18.07	18.07	0.00	0.00	18.07	0.00	0.00	18.18

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
tons/yr																	
MT/yr																	
Mitigated	0.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unmitigated	0.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

6.2 Area by SubCategory

Unmitigated

SubCategory	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
tons/yr																	
MT/yr																	
Architectural Coating	0.08					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consumer Products	0.24					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.32	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

6.2 Area by SubCategory

Mitigated

SubCategory	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
tons/yr											MT/yr						
Architectural Coating	0.08					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consumer Products	0.24					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.32	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

7.0 Water Detail

7.1 Mitigation Measures Water

	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr				MT/yr			
Mitigated					6.15	0.03	0.00	7.12
Unmitigated					6.15	0.03	0.00	7.12
Total	NA							

7.2 Water by Land Use

Unmitigated

Land Use	Indoor/Outdoor Use	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
	Mgal	tons/yr				MT/yr			
Parking Lot	0 / 0					0.00	0.00	0.00	0.00
Racquet Club	1.06458 / 0.652482					6.15	0.03	0.00	7.12
Total						6.15	0.03	0.00	7.12

7.2 Water by Land Use

Mitigated

Land Use	Mgal	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
Parking Lot	0 / 0					0.00	0.00	0.00	0.00
Racquet Club	1.06458 / 0.652482					6.15	0.03	0.00	7.12
Total						6.15	0.03	0.00	7.12

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

Category/Year	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
Mitigated					20.83	1.23	0.00	46.67
Unmitigated					20.83	1.23	0.00	46.67
Total	NA							

To: Joe Power, Rincon Consultants, Inc.
From: Judy Triem, San Buenaventura Research Associates
Date: 8 February 2011
Re: Section 106 Report: Whittier Area Community Center

1. Description of Undertaking

The proposed project will use federal funds for the development and construction of a community and family service center on an 8.25-acre site located at Telegraph Road and Valley View Avenue in unincorporated South Whittier. The up to 18,000 square foot center will include multi-purpose room(s), exercise and activity rooms, media and/or reading room, kitchen, outdoor areas, landscaped areas, and administrative offices. Surface parking for approximately 120 spaces will be provided.

2. Area of Potential Effect

The Area of Potential Effect (APE) includes the project site (8154-009-905 and 8154-009-906) and the adjacent properties. [Figure 1]

3. Description of Location of Undertaking

The project site contains 8.25 acres of mostly vacant land bounded on the south by Telegraph Road, on the east by Valley View Avenue and on the north and west by residential subdivisions from the mid-1950s. Across Telegraph Road is a residential subdivision from the mid-1950s. Across Valley View Avenue is a large modern storage facility.

4. Historic Resources/National Register Determination

Historical Background

South Whittier is a large unincorporated area south of the City Whittier comprised primarily of single family residences built after World War II on land that had been largely agricultural. The town of Whittier to the north, was founded in 1887 by the Pickering Land and Water Development Company, a group of Quakers, who purchased 1,259 acres and named their city in honor of the Quaker poet, John Greenleaf Whittier. The settlers were primarily from the East Coast and were members of the Quaker church, although non-Quakers could buy land as well. The Southern Pacific Railroad built a spur line to the city in 1887, which incorporated in 1888. In 1901 the Whittier Citrus Association was formed and by 1906, 650 carloads of oranges and 250 carloads of lemons were shipped by rail. The area became a vast region of orange, lemon, avocado and walnut groves. After World War II, pressures to build housing led to the removal of orchards and the construction of subdivisions in the City of Whittier as well as South Whittier.

Section 106 Report Whittier Area Community Center

The project site is a largely vacant grassy property that was formerly used as a track probably for running and was possibly used by a school. When the track was established is unknown.

National Register Eligibility

The project site contains a modern metal storage building constructed after 1965 as well as a metal storage container. These are the only two buildings on the site. The rest of the site contains a large and a small running track. [Photos 1-3]

The property across Valley View Avenue from the project site contains a modern industrial building constructed after 1965. It is less than 50 years of age. [Photo 6]

Properties Less Than 50 Years of Age

All of the buildings on the project site are less than 50 years of age. Properties less than 50 years of age may be eligible if they can be found to be “exceptional.” While no hard and fast definition for “exceptional” is provided in the NRHP literature, the special language developed to support nominating these properties was clearly intended to accommodate properties which demonstrate a level of importance such that their historical significance can be understood without the passage of time. In general, according to NRHP literature, eligible “exceptional” properties may include, “resources so fragile that survivors of any age are unusual. [Exceptionalness] may be a function of the relative age of a community and its perceptions of old and new. It may be represented by a building or structure whose developmental or design value is quickly recognized as historically significant by the architectural or engineering profession [or] it may be reflected in a range of resources for which the community has an unusually strong associative attachment.” None of the subject properties in APE appear to rise to the exceptional level.

The surrounding area adjacent to the site within the APE along Sunnybrook Lane and Trumbull Street contains single family residences from the 1950s. These houses are primarily one story rectangular plan buildings with gable roofs and stucco siding. [Photos 4-5]

The residences are not associated with any events that have made a significant contribution to the broad patterns of South Whittier’s history under **Criterion A**. The residences are not associated under **Criterion B** with the lives of persons significant in South Whittier’s past. The residences, under Criterion C, do not embody the distinctive characteristics of a type, period, or method of construction individually or as part of a district. They are modest ordinary examples of ranch or modern style housing from the late 1940s and 1950s. **Criterion D** is not applicable since it relates to archaeology.

Conclusion

Presently no known properties within the APE are either listed or eligible for listing on the National Register of Historic Places.

5. Information from Local Organizations

No historical organizations were identified to contact for this report.

6. Selected Sources

California Historical Landmarks, 1990.

City of Whittier, "Short History of Whittier." Whittier Historical Society, no date.

Federal Register Listings through January, 2009.

Los Angeles Assessor's Office website for parcel information and dates of construction.

Los Angeles, American Guide Series. New York, 1941.

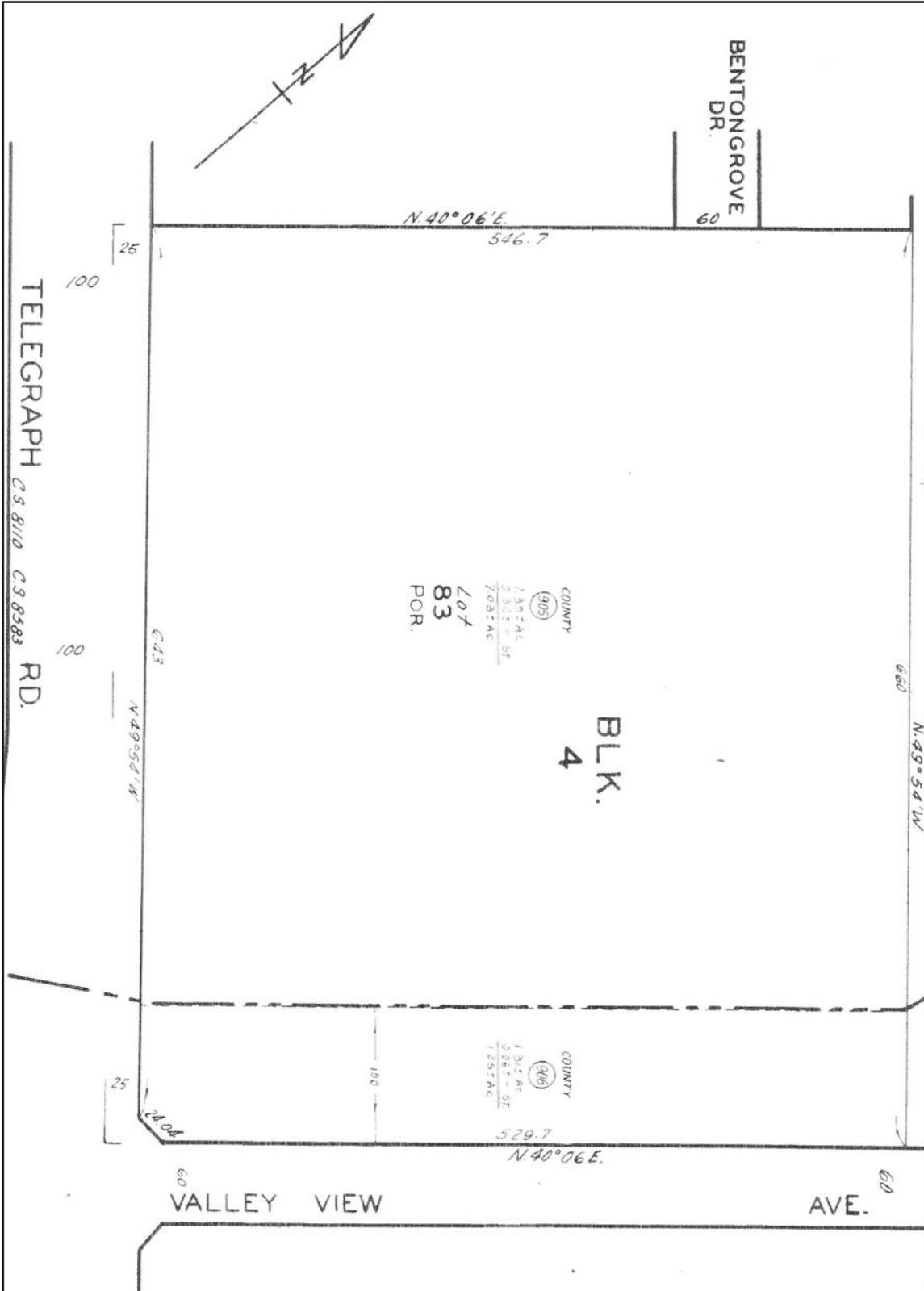


Figure 1. Project Location [Source: Los Angeles County Assessor, Book 8154, Page 9]



Photo 1. Project site, facing northeast. [1/31/2011]



Photo 2. Project site, showing storage building and container. [1/31/2011]



Photo 3. Project site, facing west. [1/31/2011]

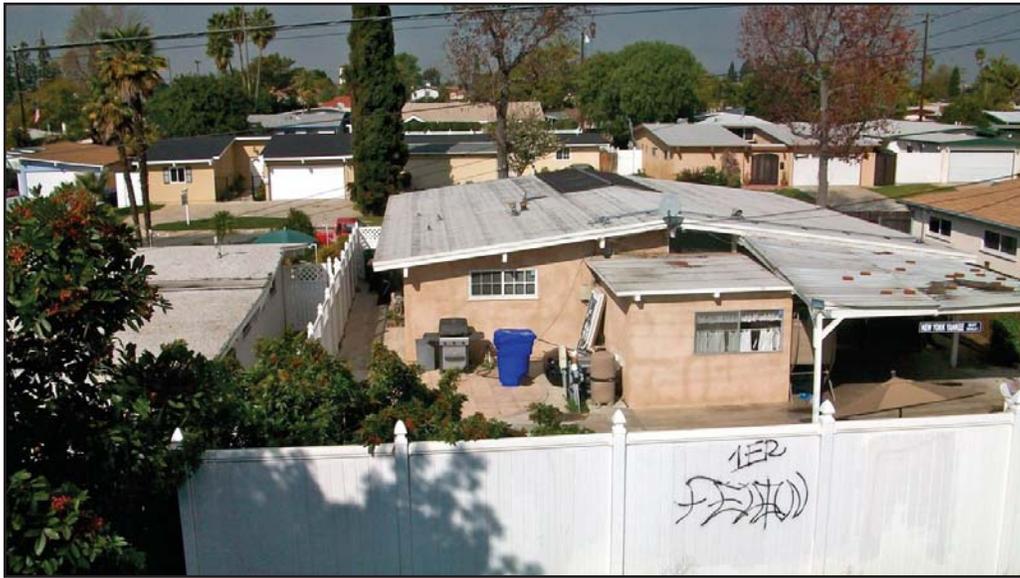


Photo 4. Residences on Sunnybrook Lane, adjacent to project site. [1/31/2011]



Photo 5.. Residences on Trumbull Street adjacent to project site. [1/31/2011]



Photo 6. Industrial building across Valley View Avenue from project site. [1/31/2011]



**PHASE 1 ARCHAEOLOGICAL SURVEY REPORT
OF 8.25 ACRES FOR THE
WHITTIER AREA COMMUNITY CENTER PROJECT
SOUTH WHITTIER, LOS ANGELES COUNTY, CALIFORNIA
(USGS 7.5' Whittier Quadrangle)**

Prepared for:

**Los Angeles County
Community Development Commission
2 Coral Circle
Monterey Park, California 91755**

Contact: Donald Dean

Prepared by:

**Conejo Archaeological Consultants
2321 Goldsmith Avenue
Thousand Oaks, California 91360
805/494-4309**

Author: Mary Maki

Document No. 11-563

February 17, 2011

I. INTRODUCTION WITH PROJECT DESCRIPTION AND LOCATION

This report was prepared at the request of Rincon Consultants for the Los Angeles County Community Development Commission (CDC). It presents the results of a Phase I archaeological investigation conducted by Conejo Archaeological Consultants (Conejo) for the Whittier Area Community Center Project. Public funds will be used in the development and construction of a community and family service center on an 8.25-acre site located at the north corner of the Telegraph Road & Valley View Avenue intersection in unincorporated South Whittier, Los Angeles County (Exhibits 1, 2, 3 & 4). The up to 20,636 square foot center will include multi-purpose room(s), exercise and activity rooms, media and/or reading room, kitchen, outdoor areas, landscaped areas, and administrative offices. Surface parking for approximately 120 spaces will be provided.

The project's Area of Potential Effect (APE) consists of APNs 8154-009-905 & 8154-009-906 (Exhibits 2 & 3). The project APE falls within Township 3 South, Range 11 West on the USGS 7.5' Whittier Quadrangle, within the historic boundaries of the Mexican land grant Rancho Santa Gertrudis (Exhibit 4). The project APE is bordered by single family residences on the southwest, northwest, and northeast. An industrial facility is southeast of the project site across Valley View Avenue.

This archaeological study was undertaken in compliance with Section 106 of the National Historic Preservation Act and its implementing regulations under 36 CFR 800 (as amended). This study also complies with Section 21083.2 of the California Environmental Quality Act.

II. STUDY FINDINGS

Based on the South Central Coastal Information Center's (SCCIC) record search results, Conejo's survey findings and Native American Heritage Commission's (NAHC) sacred lands file search, no archaeological resources are located within the project APE. Therefore, no further archaeological investigation is warranted for the Whittier Community Center Project. In the unexpected event that buried prehistoric and/or historic cultural materials are exposed during construction, all earth disturbing work within the vicinity of the find must be temporarily halted until a qualified archaeologist can evaluate the nature and significance of the find, as detailed in Section VI of this report.

III. ENVIRONMENTAL SETTING

Physical Environment: The 8.25-acre project APE includes two dirt tracks, fields, bleachers, exercise bars, and obstacle course features such as wooden structures and barriers, which are open to the public and serve the existing community in the vicinity of the project site. Two small storage containers are located on the west corner of the project site. The project site is fairly flat with an upper and lower field, and slopes gently to the south. The project APE elevation ranges from approximately 61 meters (200 ft.) above mean sea level (amsl) to approximately 58 meters (190 ft.) amsl.

The project APE is landscaped with grass lawns, ornamental trees and shrubs. There are no stands of native vegetation within or adjacent to the project APE. A drainage is located approximately 620 meters (2035 ft.) west of the project's western boundary.

Cultural Environment:

Prehistory. South Whittier site lies within the historic territory of the Native American group known as the Gabrielino, one of the wealthiest, most populous, and most powerful ethnic nationalities in aboriginal southern California (Bean and Smith 1978). The Gabrielino followed a sophisticated hunter-gatherer lifestyle, and were a deeply spiritual people (McCawley 1996). The Gabrielino territory included the Los Angeles Basin (which includes the watersheds of the Los Angeles, San Gabriel, and Santa Ana Rivers), the coast from Aliso Creek in the south to Topanga Creek in the north, and the four southern Channel Islands. For in depth information on the Gabrielino, the reader is referred to McCawley's (1996) *The First Angelinos, The Gabrielino Indians of Los Angeles*.

History. South Whittier is a large unincorporated area south of the City Whittier comprised primarily of single family residences built after World War II on former agricultural land. The town of Whittier was founded in 1887 by the Pickering Land and Water Development Company. The Southern Pacific Railroad built a spur line to the city in 1887, which incorporated in 1888. In 1901 the Whittier Citrus Association was formed and the general project area became a vast region of orange, lemon, avocado and walnut groves (Triem 2011:1). Review of historic maps shows the project APE was once planted in orchard.

Following World War II, Los Angeles's urban sprawl and resultant housing demands led to the removal

of orchards and the construction of subdivisions in South Whittier. The subdivisions surrounding the project APE date to the mid 1950s (Triem 2011:1).

Based on a conversation with a 58 year - resident of the area, land use of the project APE was conveyed as follows. Fifty-eight years ago the project APE was just a weedy field; no orchard present. The southern half of the project APE was first developed as Maverick Fields for Little League games. Later the baseball fields were taken over by the Los Angeles County Sheriff's office and used as a physical training area for recruits. Recruits are no longer trained at the field. The larger track was built by the school district in the late 1950s or early 1960s. The track is present on the USGS 7.5' Whittier quadrangle.

IV. SOURCES CONSULTED & RESULTS

South Central Coastal Information Center (SCCIC)

Mary Maki conducted a record search at the SCCIC, housed at CSU Fullerton, on February 10, 2011. No archaeological sites are recorded within a 0.5-mile radius of the project APE.

Nine archaeological investigations have been conducted within a 0.5-mile radius of the APE. None of these investigations occurred within or adjacent to the project APE.

Federal, State & Local Historic Listings

The National Register of Historic Places (NRHP), California Historical Landmarks and California Points of Historical Interest include no properties within or adjacent to the project site (National Park Service 2011, Office of Historic Preservation 2011, 1992). The California State Historic Resources Inventory (HRI) lists no properties within one block of the project APE (Office of Historic Preservation 2010).

Historic Maps

The 1893/94 USGS 15' Downey Quadrangle shows the project area as undeveloped.

The 1943 USGS 15' Downey Quadrangle shows the project APE planted in orchard. Both Telegraph Road and Valley View Avenue are present. There is little development shown in the surrounding area.

The 1965 USGS 7.5' Whittier Quadrangle shows the large track within the project APE and the surrounding area to the northwest, northeast and southwest as developed. No structures are indicated within the project APE.

Section 106 Review of the Built Environment

San Buenaventura Research Associates identified no properties eligible for listing on the National Register of Historic Places in their Section 106 review of the project APE's built environment.

Native American Heritage Commission & Native American Consultation

The Native American Heritage Commission sacred lands file search did not identify any sacred lands within a 0.5-mile radius of the project APE (Singleton 2011). See Exhibit 5 for a copy of the NAHC letter.

The following Native American contacts were emailed a project description letter with a location map on February 16, 2011.

- Andrade, Ron, L.A. City/County Native American Indian Commission;
- Doramae, Robert, Tribal Chair, Gabrielino Tongva Indians of California Tribal Council;
- Dunlap, Sam, Chairperson, Gabrielino Tongva Nation;
- Morales, Anthony, Chairperson, Gabrielino/Tongva San Gabriel Band of Mission Indians;
- Rosas, John Tommy, Tribal Administrator, Tongva Ancestral Territorial Tribal Nation; &
- Salas, Andy, Chairperson, Shoshoneon Gabrieleno Band of Mission Indians, project letter emailed February 16, 2011.

The above contacts were requested to respond if they had any cultural resources concerns regarding the Whittier Area Community Center Project. Any responses received shall be forwarded immediately to Megan Wazlaw at Rincon Consultants and Donald Dean at the CDC.

V. FIELD METHODS

The 8.25-acre project APE was surveyed by Mary Maki on February 10, 2011(Exhibits 2, 3 & 4). Ms. Maki is certified by the Register of Professional Archaeologists (RPA) and has over 20 years archaeological experience in southern California.

The project APE boundaries were clearly delineated by roads and surrounding development. The property was surveyed using linear transects spaced at 5 meter (16 feet) intervals. Within each transect a tight zigzag pattern was walked to maximize ground surface coverage. All visible ground surfaces were carefully inspected for

evidence of prehistoric or historic resources. The majority of ground surface was covered by grass, but fortunately numerous rodent mounds provided a chance to observe native soil as did those areas where the grass was worn down from use. In the areas landscaped with shrubs and trees or growing with weeds, ground surface visibility was fair. No prehistoric or historic resources were observed.

The project APE consists of two graded flat level pads. Past ground disturbing impacts to the property include the planting and removal of orchard trees, the construction and removal of baseball fields, the construction of the existing facilities, and landscaping.

VI. REMARKS & RECOMENDATIONS

Based on the SCCIC record search findings, the NAHC sacred lands file search results, Conejo's survey results, and the extent of past ground disturbance within the project APE, no impact to archaeological resources is anticipated from project development. Therefore, no further archaeological investigation is warranted prior to project implementation as long as the following two recommendations are included as conditions of project approval.

1. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.
2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

VII. CERTIFICATION

Prepared By: Mary K. Maki	Title: Principal Investigator	Qualification: RPA Certified 20 Years So. CA arch experience
Signature: 		Date: February 17, 2011

X. CITATIONS

Bean, Lowell John and Charles R. Smith

1978 Gabrielino. In *Handbook of North American Indians: California*, Volume 8. Edited by R.F. Heizer, pp. 505-508. W.G. Sturtevant, general editor. Smithsonian Institution, Washington D.C.

Los Angeles County Assessor

2011 <http://assessormap.lacountyassessor.com/mapping/viewer.asp>.

McCawley, William

1996 *The First Angelinos, The Gabrielino Indians of Los Angeles*. Malki Museum Press, Morongo Indian Reservation, Banning, California.

National Park Service

2011 National Register of Historic Places, National Park Service Focus, Los Angeles County, CA. <http://nrhp.focus.nps.gov/natreghome.do>.

Office of Historic Preservation

2011 California Historical Landmarks, Los Angeles County. Department of Parks and Recreation, Sacramento, California. http://ohp.parks.ca.gov/?page_id=21427.

2010 Directory of Properties in the Property Data File for Los Angeles County, Whittier. Department of Parks and Recreation, Sacramento, California, 10/7/10.

1992 California *Points of Historical Interest*. Department of Parks and Recreation, Sacramento, California.

Triem, Judy

2011 Section 106 Report: Whittier Area Community Center. Prepared for Rincon Consultants, Inc., Ventura, CA.

Individuals and Institutions Contacted

Andrade, Ron, L.A. City/County Native American Indian Commission, project letter emailed February 16, 2011.

Doramae, Robert, Tribal Chair, Gabrielino Tongva Indians of California Tribal Council, project letter emailed February 16, 2011.

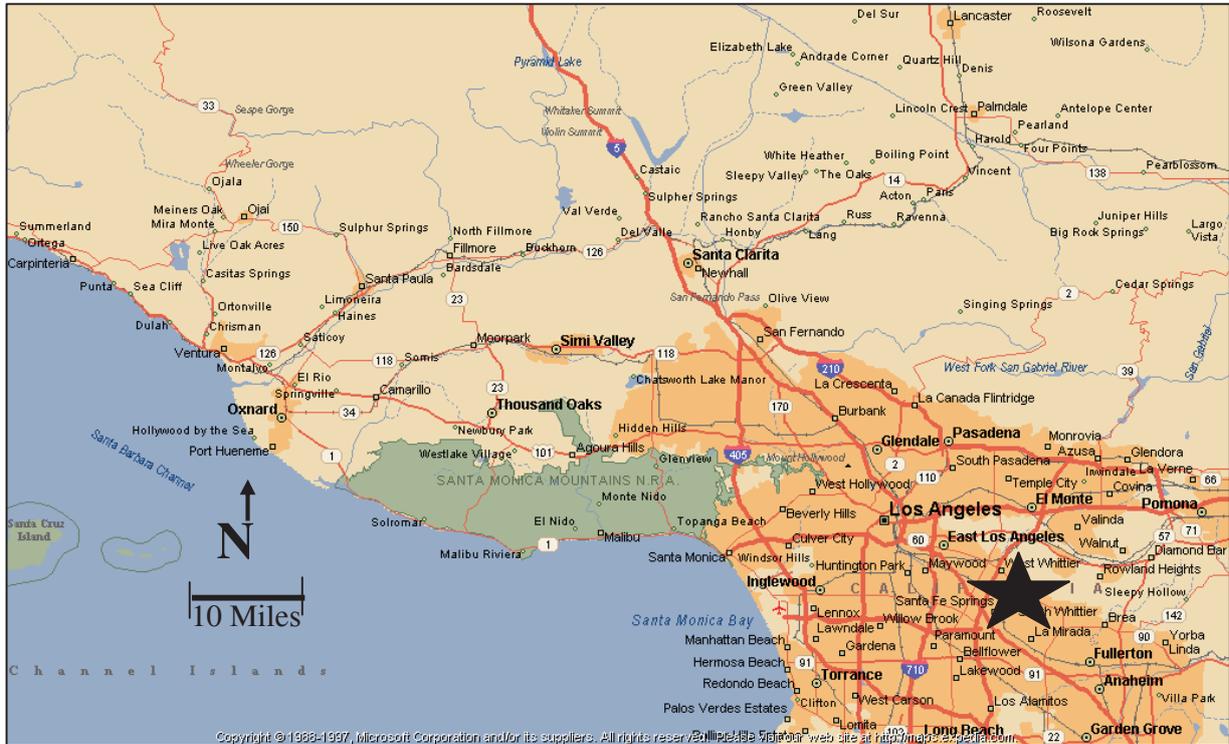
Dunlap, Sam, Chairperson, Gabrielino Tongva Nation.

Morales, Anthony, Chairperson, Gabrieleno/Tongva San Gabriel Band of Mission Indians, project letter emailed February 16, 2011.

Rosas, John Tommy, Tribal Administrator, Tongva Ancestral Territorial Tribal Nation, project letter emailed February 16, 2011.

Salas, Andy, Chairperson, Shoshoneon Gabrieleno Band of Mission Indians, project letter emailed February 16, 2011.

Singleton, Dave, Program Analyst, Native American Heritage Commission, letter dated February 14, 2011.

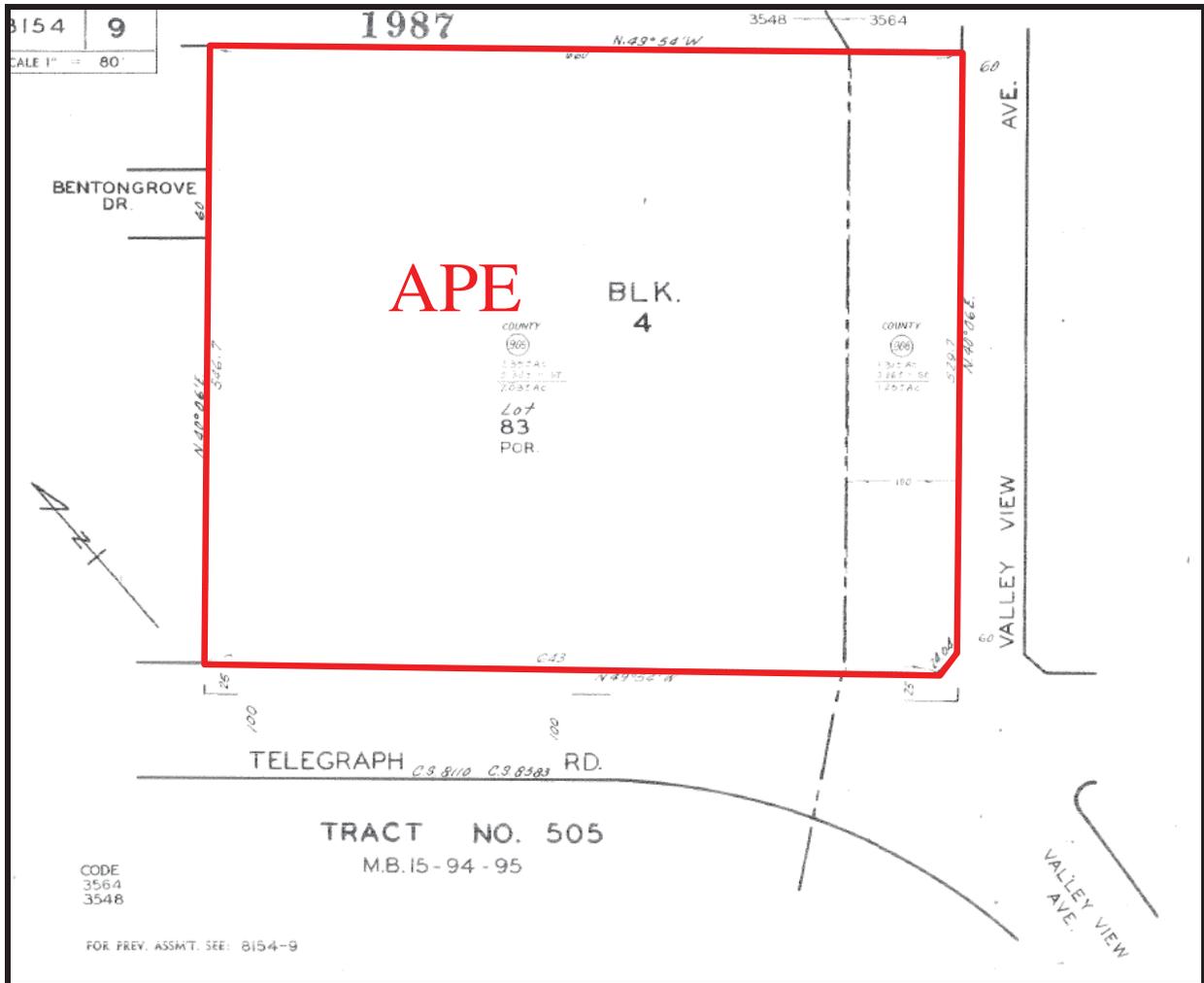


PROJECT VICINITY MAP

Whittier Community Center Project

South Whittier, Los Angeles County

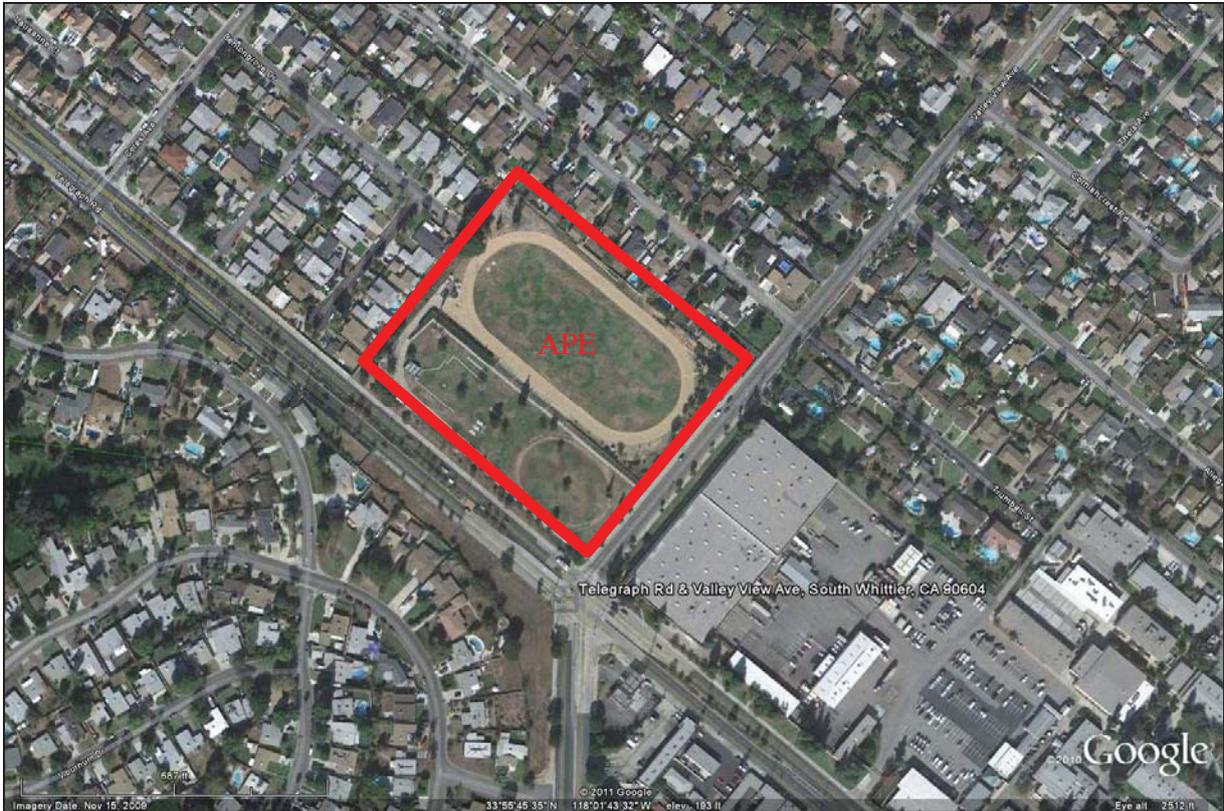
Exhibit 1



Source: Los Angeles County Assessor

ARCHAEOLOGICAL APE
Whittier Community Center Project
South Whittier, Los Angeles County

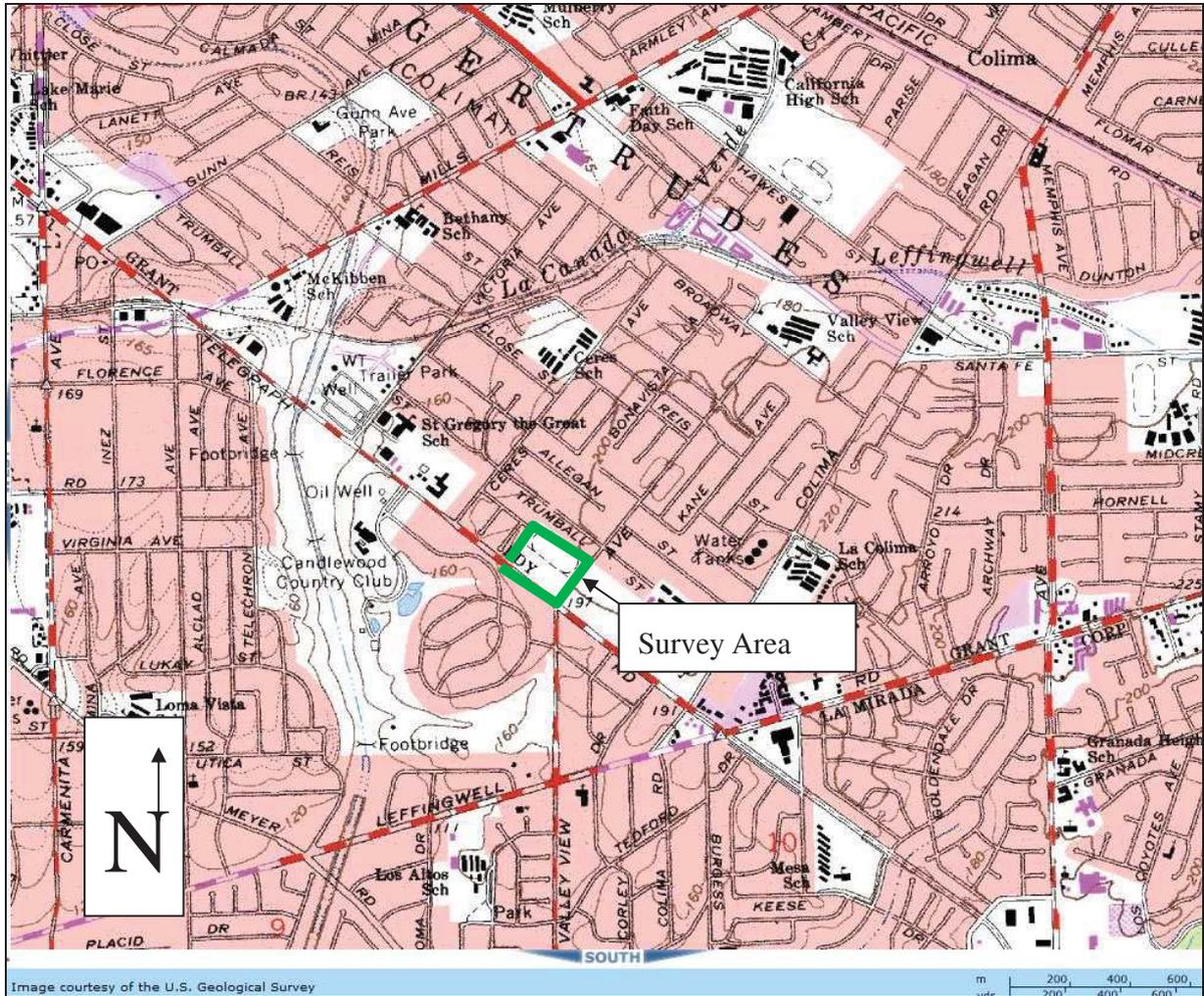
Exhibit 2



Source: Google Earth

AREA OF POTENTIAL EFFECT
Whittier Community Center Project
South Whittier, Los Angeles County

Exhibit 3



Source: USGS 7.5' Whittier Quadrangle, 1965, photorevised 1981

ARCHAEOLOGICAL SURVEY AREA

Whittier Community Center Project
South Whittier, Los Angeles County

Exhibit 4

Exhibit 5 – NAHC Sacred Lands File Check

Ms. Mary K. Maki, M.A., RPA, Archaeologist

CONEJO ARCHAEOLOGICAL CONSULTANTS

2321 Goldsmith Avenue
Thousand Oaks, CA 91380

Sent by FAX to: 267-395-2300

No. of Pages: 4

Re: Request for a Sacred Lands File Search and Native American Contacts list for the:
"Whittier Area Community Center Project" located in a 8.5-acre site in south
Whittier, Los Angeles County, California

Dear Ms. Maki:

The Native American Heritage Commission (NAHC), the State of California 'Trustee Agency' for the protection and preservation of Native American cultural resources. The NAHC Sacred Lands File (SLF) search resulted in the following: **Native American cultural resources were not identified within ½ mile of the area of potential effect (e.g. APE).** However, there are Native American cultural resources in close proximity to the APE. Also, the absence of evidence of archaeological items does not indicate that they do not exist at the subsurface and/or when groundbreaking activity occurs.

This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as 'consulting parties' under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9.

The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ... objects of historic or aesthetic significance.' In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect.

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries once a project is underway. Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). We strongly urge that you make contact with the list of Native American Contacts on the attached list of Native American contacts, to see if your proposed project might impact Native American cultural

resources. Lead agencies should consider avoidance as defined in §15370 of the CEQA Guidelines when significant cultural resources may be affected by a proposed project.

Furthermore we suggest that you contact the California Historic Resources Information System (CHRIS) for pertinent archaeological data within or near the APE, at (916) 445-7000 for the nearest Information Center.

Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA (42 U.S.C 4321-43351) and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 *et seq*), 36 CFR Part 800.3 (f) (2) & .5, the President's Council on Environmental Quality (CEQ, 42 U.S.C 4371 *et seq.* and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 *Secretary of the Interiors Standards for the Treatment of Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation.

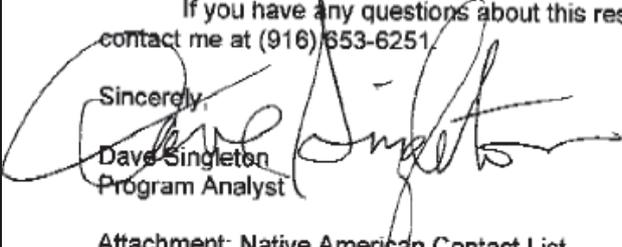
Also, California Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery'.

To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects.

The response to this search for Native American cultural resources is conducted in the NAHC Sacred Lands Inventory, established by the California Legislature (CA Public Resources Code 5097.94(a) and is exempt from the CA Public Records Act (c.f. California Government Code 6254.10) although Native Americans on the attached contact list may wish to reveal the nature of identified cultural resources/historic properties. Confidentiality of "historic properties of religious and cultural significance" may also be protected under Section 304 of the NHA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APE and possibility threatened by proposed project activity.

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 853-6251.

Sincerely,


Dave Singleton
Program Analyst

Attachment: Native American Contact List

Native American Contacts Los Angeles County February 14, 2011	
<p>LA City/County Native American Indian Comm Ron Andrade, Director 3175 West 6th St, Rm. 403 Los Angeles , CA 90020 randrade@css.lacounty.gov (213) 351-5324 (213) 386-3995 FAX</p>	<p>Gabrielino Tongva Nation Sam Dunlap, Chairperson P.O. Box 86908 Los Angeles , CA 90086 samdunlap@earthlink.net (909) 262-9351 - cell</p>
<p>Ti'At Society/Inter-Tribal Council of Pimu Cindi M. Alvitre, Chairwoman-Manisar 6515 E. Seaside Walk, #C Long Beach , CA 90803 calvitre@yahoo.com (714) 504-2468 Cell</p>	<p>Gabrielino Tongva Indians of California Tribal Council Robert F. Doramae, Tribal Chair/Cultural P.O. Box 490 Bellflower , CA 90707 gtongva@verizon.net 562-761-6417 - voice 562-761-6417- fax</p>
<p>Tongva Ancestral Territorial Tribal Nation John Tommy Rosas, Tribal Admin. Private Address Gabrielino Tongva tattnlaw@gmail.com 310-570-6567</p>	<p>Gabrielino-Tongva Tribe Bernie Acuna 1875 Century Pk East #1500 Los Angeles , CA 90067 (310) 428-7720 - cell (310) 587-2281</p>
<p>Gabrieleno/Tongva San Gabriel Band of Mission Anthony Morales, Chairperson PO Box 693 San Gabriel , CA 91778 GTTribalcouncil@aol.com (626) 286-1632 (626) 286-1758 - Home (626) 286-1262 -FAX</p>	<p>Shoshoneon Gabrieleno Band of Mission Indians Andy Salas, Chairperson PO Box 393 Covina , CA 91723 (626) 926-4131 gabirelenoindians@yahoo.com (213) 688-0181 - FAX</p>

Native American Contacts
Los Angeles County
February 14, 2011

Gabrielino-Tongva Tribe
Linda Candelaria, Chairwoman
1875 Century Park East, Suite 1500
Los Angeles, CA 90067 Gabrielino
lcandelaria1@gabrielinoTribe.org
310-428-5767- cell
(310) 587-2281

May 8, 2013

Mr. Dean Donald
Community Development Commission of the
County of Los Angeles
700 West Main Street
Alhambra, CA 91801

Dear Mr. Donald:

**INITIAL STUDY (IS)/NEGATIVE DECLARATION (MND)
WHITTIER AREA COMMUNITY CENTER PROJECT
14181 TELEGRAPH ROAD
COUNTY OF LOS ANGELES UNINCORPORATED AREA OF SOUTH WHITTIER**

Thank you for the opportunity to review the IS/MND for the project site located at 14181 Telegraph Road, in the County of Los Angeles, unincorporated area of South Whittier. The project is to construct a new community and family center on an 8.25-acre site and construct a new 18,000 square-foot community center to include multi-purpose rooms, exercise and activity rooms, media and reading room, kitchen, and administrative offices. In addition, the project includes outdoor and landscape areas with 120 parking spaces.

The following County of Los Angeles, Department of Public Works comments are for your consideration and relate to the environmental document only:

General Comments

1. Replace "~~Department of Fish and Game~~" with Department of Fish and Wildlife throughout the document. The California agency changed its name on January 1, 2013.

If you have any questions regarding the general comment, please contact Mr. Ruben Cruz of Land Development Division at (626) 458-4910 or rcruz@dpw.lacounty.gov.

Mr. Dean Donald
May 8, 2013
Page 2

Geology and Soils

1. The grading quantities (cut, fill, and export) must be included in the IS/MND and coincide with all other project materials (i.e. the application, site plan, grading plan, etc.). The grading plan on sheet C1, "Title Sheet, Notes, Legend, & Vicinity Map,' shows 9,700 cubic yards (CY) of cut, 5,350 CY of fill, and 4,350 CY of export material, and should be include in the IS/ND.

If you have any questions regarding the Geology and Soils comment, please contact Mr. Ruben Cruz of Land Development Division at (626) 458-4910 or rcruz@dpw.lacounty.gov.

Transportation/Traffic

1. Section 17, item a, page 32 of 34; The IS/ND should mention and fully disclose that a future class 2 bicycle lane on Telegraph Road and a future class 3 bicycle route on Valley View Avenue fronting the project is proposed per the Los Angeles County Bicycle Master Plan. The proposed Bicycle Master Plan can be found at <http://dpw.lacounty.gov/pdd/bike/docs/bmp/Proposed%20Bikeways%20Tables.pdf>, on Page 73, item no. 26 and 27.

If you have any questions regarding transportation/traffic comments, please contact Mr. Ruben Cruz from Land Development Division at (626) 458-4921 or rcruz@dpw.lacounty.gov.

If you have any other questions or require additional information, please contact Ruben Cruz of Land Development Division at (626) 458-4921 or rcruz@dpw.lacounty.gov.

RC:

P:\ldpub\SUBPCHECK\Plan Checking Files\Single Lots\14181 Telegraph Road\CEQA\14181 Telegraph Rd - Whittier Area Community Center IS-MND.doc

Whittier Area Community Center Project
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date Comments
Historic, Cultural, and Archaeological Resources						
In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. A Gabriolino representative should monitor any excavation associated with Native American materials.	Field verification during construction	Throughout construction	Periodically during construction	CDC		
Human Remains						
If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.	Field verification during construction	Throughout construction	Periodically during construction	CDC		
Water Supply						
Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design: <ul style="list-style-type: none"> To the degree feasible, landscaped areas shall be designed with drought tolerant species. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice. 	Verification that project design includes Green Building Program requirements.	Prior to construction phase	Once	CDC		

Key: CDC – Los Angeles County Community Development Commission

Whittier Area Community Center Project
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<ul style="list-style-type: none"> Restrooms shall be fitted with water conserving fixtures, including low flow faucets and toilets. 							

Key: CDC – Los Angeles County Community Development Commission